A 2-503

Mr Justice Davis

Submitted

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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 843.

JOSHUA CONVERSE, PLAINTIFF IN ERROR,

vs.

THE CITY OF FORT SCOTT.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF KANSAS.

FILED NOVEMBER 17, 1875.

Jno Strong

SUPREME COURT OF THE UNITED STATES.

No. 843.

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vs.

THE CITY OF FORT SCOTT.

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1 In the circuit court of the United States for the district of Kansas.

JOSHUA CONVERSE
vs. } 1130.
THE CITY OF FORT SCOTT.

Be it remembered that, on the 12th day of October, 1874, the said plaintiff filed in the clerk's office of said court his petition, precipe, and security for costs in said-entitled cause, which said petition, precipe, and security for costs, with the indorsements thereon, are in the words and figures following, to wit:

Petition.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for the eighth circuit and district of Kansas.

JOSHUA CONVERSE, PLAINTIFF,
vs. } Petition.
THE CITY OF FORT SCOTT, DEFENDANT.

The plaintiff says:

I. That he is a resident of the town of Salmon Falls, in the State of New Hampshire, and a citizen of the State of New Hampshire; that the defendant, the City of Fort Scott, is a municipal corporation in the county of Bourbon, in the State of Kansas, duly organized and existing under the laws of the said State of Kansas, and a citizen of the State of Kansas.

2

3 The plaintiff, for his first cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 1.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents that the city of Fort Scott,

county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said City of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. McDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 1.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 1.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the ma-

turing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was, by its terms, made payable, and payment thereof demanded in behalf of said plaintiff; which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

4 And said plaintiff further shows that to said bond was attached another coupon, numbered 1, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 1.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was, by its terms, made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 1 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 1.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was, by its terms, made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 1 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 1.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was, by its terms, made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 1 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 1.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was, by its terms, made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

5 The plaintiff for his second cause of action states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled, "An act to amend sections

51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 2. UNITED STATES OF AMERICA. $1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents, that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000 $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 2.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN, *Auditor of State.*

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 2.

T. A. CORBETT, *City Clerk.*

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

6 And said plaintiff further shows that to said bond was attached another coupon, numbered 2 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 2.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 2 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 2.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 2 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 2.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 2 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 2.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover

against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

7 The plaintiff, for his third cause of action, states:

That heretofore, to wit, on the 1st day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869; and, also, by virtue of the power in it vested by other laws of the State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 3. UNITED STATES OF AMERICA. $1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas and in pursuance of an ordinance of the city of Fort Scott approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

$1,000. Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America; which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 3.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine; and that such bond has been duly registered in my

office, in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 3.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

8 And said plaintiff further shows that to said bond was attached another coupon, numbered 3, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 3.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable, it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover

against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 3, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 3.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable, it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered , to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 3.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff *and* recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 3 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer

hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the 1st day of July, 1874, being six months' interest on bond No. 3.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable, it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereto demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

9 The plaintiff for his fourth cause of action states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53, of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest coupons thereto attached, of which bond the following is a copy:

No. 4. UNITED STATES OF AMERICA. $1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

$1,000. Know all men by these presents, that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. McDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 4.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 4.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable, it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

10 And said plaintiff further shows that to said bond was attached another coupon, numbered 4 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 4.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 4 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 4.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable, it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 4 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 4.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 4 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.99. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 4.

T. A. CORBETT,
City Clerk.

This said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

11 The plaintiff for his fifth cause of action states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest coupons thereto attached, of which bond the following is a copy:

No. 5. UNITED STATES OF AMERICA. $1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas, and Texas Railway Company.

Know all men by these presents, That the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said

$1,000. $1,000

Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof, the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. McDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 5.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 5.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dol-

lars mentioned in the said coupon, with interest thereon since July 1st, 1872.

12 And said plaintiff further shows that to said bond was attached another coupon, numbered 5, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 5.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1875.

And said plaintiff further shows that to said bond was attached another coupon, numbered 5, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 5.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 5, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer

hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 5.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 5, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 5.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

13 The plaintiff, for his sixth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 6.] UNITED STATES OF AMERICA. [$1,000

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon :

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas, and Texas Railway Company.

$1,000. Know all men by these presents, that the city of Fort Scott, County of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT,
City Clerk.

(Across the face in red ink :) $1,000.

That said bond, in order to distinguish it from others of like character was marked No. 6.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of February, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid :

$35.00.] STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 6.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

14 And said plaintiff further shows that to said bond was attached another coupon, numbered 6, to correspond with a number of said bond, of which the following is a copy, to wit:

$35.00.] STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 6.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 6 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00.] STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 6.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 6 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00.] STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 6.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 6 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00.] STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 6.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

15 The plaintiff, for his seventh cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 7.] UNITED STATES OF AMERICA. [$1,000

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked "No. 7."

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue

bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 7.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

16 And said plaintiff further shows that to said bond was attached another coupon, numbered 7, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 7.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 7, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 7.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 7, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 7.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 7, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of

New York, on the first day of July, 1874, being six months' interest on bond No. 7.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

17 The plaintiff, for his eighth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 8.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. McDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked "No. 8."

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 8.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before he maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

18 . And said plaintiff further shows that to said bond was attached another coupon, numbered 8, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of Jany., 1873, being six months' interest on bond No. 8.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 8, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 8.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 8, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 8.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 8, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00 STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 8.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

19 The plaintiff, for his ninth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 9.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. McDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked "No. 9."

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 9.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

20 And said plaintiff further shows that to said bond was attached another coupon, numbered 9, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 9.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 9, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 9.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 9, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of

New York, on the first day of January, 1874, being six months' interest on bond No. 9.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 9, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 9.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

21 The plaintiff, for his tenth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 10.] UNITED STATES OF AMERICA. [$1.000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

$1,000. Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city premises to pay on the first day of July, A. D. 1890, at the Fourth National Bank in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually, at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 10.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN, *Auditor of State.*

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 10.

T. A. CORBETT, *City Clerk.*

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

22 And said plaintiff further shows that to said bond was attached another coupon, numbered 10 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 10.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 10 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 10.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid,

and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by it terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said um of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 10 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 10.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 10 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1875, being six months' interest on bond No. 10.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder hereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

23 The plaintiff, for his eleventh cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 11.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

$1,000. Know all men by these presents, that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 11.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvement, and providing for the

registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN, *Auditor of State.*

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 11.

T. A. CORBETT, *City Clerk.*

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

24 And said plaintiff further shows that to said bond was attached another coupon, numbered 11 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 11.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 11 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 11.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 11 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 11.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 11 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 11.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place were the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

25 The plaintiff, for his twelfth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 12.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kanas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000. $1,000.

The city, the maker hereof, reserves the right to pay this bond, at its option, at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT,
City Clerk.

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 12.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 12.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

26 And said plaintiff further shows that to said bond was attached another coupon, numbered 12 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 12.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid,

and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 12 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 12.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 12 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 12.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover

against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 12 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 12.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

27 The plaintiff, for his thirteenth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 13.] UNITED STATES OF AMERICA. [$1,000

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

$1,000. Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. McDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 13.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35,000. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 13.

T. A. CORBETT, *City Clerk.*

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

And said plaintiff further shows that to said bond was at-
28 tached another coupon, numbered 13, to correspond with the number of said bond, of which the following is a copy, to wit:

$35,00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 13.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

That said plaintiff further shows that to said bond was attached another coupon, numbered 13 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 13.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 13 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 13.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned,

transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 13 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 13.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

29 The plaintiff, for his fourteenth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53, of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue and deliver its certain negotiable bond of that date, with interest coupons thereto attached, of which bond the following is a copy:

No. 14.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents, that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, forvalue received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or

$1,000. bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. McDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 14.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bonds, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 14.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

And said plaintiff further shows that to said bond was attached another coupon, numbered 14 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 14.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 14 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 14.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached an-

other coupon, numbered 14 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 14.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 14 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 14.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

31 The plaintiff, for his fifteenth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did

make, issue and deliver its certain negotiable bond of that date, with interest coupons thereto attached, of which bond the following is a copy:

No. 15.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

$1,000 Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas, and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof, the said city of Fort Scott has caused this bond to be signed, sealed and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 15.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of

which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 15.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

32 And said plaintiff further shows that to said bond was attached another coupon, numbered 15 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 15.

T. A. CORBETT,
City Clerk.

That said last described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 15 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of

New York, on the first day of July, 1873, being six months' interest on bond No. 15.

T. A. CORBETT,
City Clerk.

That said last described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner nd holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 15 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 15.

T. A. CORBETT,
City Clerk.

That said last described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 15 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 15.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned,

transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

33 The plaintiff, for his sixteenth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 16.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents, that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000. $1,000.

The city, the maker hereof, reserves the right to pay this bond, at its option, at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 16.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 16.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturity of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

34 And said plaintiff further shows that to said bond was attached another coupon, numbered 16 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 16.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was

duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 16 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 16.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when the said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 16 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 16.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 16 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 16.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

35 The plaintiff, for his seventeenth cause of action, states:

That, heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 17.] UNITED STATES OF AMERICA. [$1,000

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents, that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. McDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 17.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort [Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 17.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and bofore the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

36 And said plaintiff further shows that to said bond was attached another coupon, numbered 17 to correspond with the number of said bond, of which the following is a copy, to wit:

$35,00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 17.

T. A. CORBETT,
City Clerk.

That said last described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its value made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 17, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 17.

T. A. CORBETT,
City Clerk.

That said last described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against the said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 17, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 17.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 17, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 17.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

37 The plaintiff, for his eighteenth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defandant, by virture of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27, 1869, and also by virtue of the power vested in it by other laws of the said State of Kansas, did make, issue and deliver its certain negotiable bond of that date, with interest coupons thereto attached, of which bond the following is a copy:

No. 18.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents that the city of Fort Scott,

county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof, the said city of Fort Scott has caused this bond to be signed, sealed and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. McDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink :) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 18.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office, in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and muncipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 18.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the

maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

38 And said plaintiff further shows that to said bond was attached another coupon, numbered 18 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 18.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached annther coupon, numbered 18 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 18.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 18 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 18.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, number 18 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 18.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

39 The plaintiff, for his nineteenth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the

legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest coupons thereto attached, of which bond the following is a copy:

No. 19.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents, that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby for value received acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000. $1,000.

The city, the maker thereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 19.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 19.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

40 And said plaintiff further shows that to said bond was attached another coupon, numbered 19 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 19.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 19 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer

hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 19.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 19 to correspond with the number of said bond, of which the following is a copy:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 19.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 19 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 19.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned,

transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

41 The plaintiff, for his twentieth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with nterest-coupons thereto attached, of which bond the following is a copy:

i

No. 20.] UNITED STATES OF AMERICA. [$1,000

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 20.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That, attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first of day of July, 1872, being six months' interest on bond No. 20.

T. A. CORBETT, *City Clerk.*

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bonds, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1873.

42 And said plaintiff further shows that to said bond was attached another coupon, numbered 20, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 20.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 20, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 20.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 20, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 20.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon numbered 20 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 20.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

43 The plaintiff for his twenty-first cause of action states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53, of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 21.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

$1,000. Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 21.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN, *Auditor of State.*

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 21.

T. A. CORBETT, *City Clerk.*

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in said coupon, with interest thereon since July 1st, 1872.

44 And said plaintiff further shows that to said bond was attached another coupon, numbered 21 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 21.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable, it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 21 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 21.

T. A. CORBETT, *City Clerk.*

That said last described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable, it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 21 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 21.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 21 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 21.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable, it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

45 The plaintiff, for his twenty-second cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue and deliver its certain negotiable bond of that date, with interest coupons thereto attached, of which bond the following is a copy:

No. 22.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

$1,000. Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by

its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. McDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond in order to distinguish it from others of like character was marked No. 22.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 22.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

46 And said plaintiff further shows that to said bond was attached another coupon, numbered 22, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer

hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 22.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 22, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 22.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 22, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 22.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned

transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said snm of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 22, to correspond with the number of said bond, of which the following is a copy, to wit:

$ 5.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 22.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

47 The plaintiff, for his twenty-third cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 23.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents that the city of Fort Scott,

$1,000. county of Borboun, in the State of Kansas, hereby, for value received, acnowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the cityof New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond, at its option, at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered, on its behalf and for its benefit, by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. McDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 23.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds, as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 23.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon

was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was, by its terms, made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars, mentioned in the said coupon, with interest thereon since July 1st, 1872.

48 And said plaintiff further shows that to said bond was attached another coupon, numbered 23 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00.] STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 23.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was, by its terms, made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 23 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00.] STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 23.

T. A. CORBETT.
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was, by its terms, made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover

against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 23 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00.] STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 23.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was, by its terms, made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 23, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 23.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was, by its terms, made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

49 The plaintiff, for his twenty-fourth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'"

which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest-coupons thereto attached, of which bond the following is a copy:

No. 24.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

$1,000. Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond, at its option, at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked No. 24.

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legisiature entitle "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid.

$35.00.] STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872; being six months' interest on bond No. 24.

T. A. CORBETT, *City Clerk.*

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was by its terms made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

50 And said plaintiff further shows that to said bond was attached another coupon, numbered 24, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00.] STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 24.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 24 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 24.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 24 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 24.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 24 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars at the Fourth National Bank, in the city of New York, on the first day of July, 1874, being six months' interest on bond No. 24.

T. A. CORBETT, *City Clerk.*

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

51 The plaintiff, for his twenty-fifth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53, of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by virtue of the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bond of that date, with interest coupons thereto attached, of which bond the following is a copy:

No. 25.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

$1,000. Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. $1,000.

The city, the maker hereof, reserves the right to pay this bond at its option at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

Fort Scott, Kansas, July 1st, 1870.

B. P. MCDONALD, *Mayor.* [SEAL.]

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bond, in order to distinguish it from others of like character, was marked "No. 25."

That said bond, pursuant to law, was duly registered in the office of the auditor of the State of Kansas, and that attached to said bond was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine; and that such bond has been duly registered in my office in accordance with an act of the legislature, entitled "An act to authorize counties, incorporated cities, and municipal townships to

issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to said bond, among others, was a certain coupon, of which the following is a copy, the numbering of the same being made to correspond with the numbering of the bonds as aforesaid:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1872, being six months' interest on bond No. 25.

T. A. CORBETT,
City Clerk.

That afterwards, and before the maturity thereof, and before the maturing of any interest upon said bond, the said bond and said coupon was, for value received, sold, assigned, transferred, and delivered to said plaintiff, who is now the holder and owner of the same.

That when said coupon became due and payable it was duly presented for payment at the place where the same was, by its terms, made payable, and payment thereof demanded in behalf of said plaintiff, which payment was refused.

That thereupon a cause of action accrued to the said plaintiff, to have and recover against the said defendant the said sum of thirty-five dollars mentioned in the said coupon, with interest thereon since July 1st, 1872.

52 And said plaintiff further shows that to said bond was attached another coupon, numbered 25, to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1873, being six months' interest on bond No. 25.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 25 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of July, 1873, being six months' interest on bond No. 25.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1873.

And said plaintiff further shows that to said bond was attached another coupon, numbered 25 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1874, being six months' interest on bond No. 25.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was by its terms made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since January 1st, 1874.

And said plaintiff further shows that to said bond was attached another coupon, numbered 25 to correspond with the number of said bond, of which the following is a copy, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of

New York, on the first day of July, 1874, being six months' interest on bond No. 25.

T. A. CORBETT,
City Clerk.

That said last-described coupon was, with the said bond aforesaid, and before the maturity thereof, for value received, duly sold, assigned, transferred, and delivered to said plaintiff, who is now the owner and holder thereof.

That when said last-mentioned coupon became due and payable it was duly presented by said plaintiff for payment at the place where the same was, by its terms, made payable, and payment thereof demanded, which payment was refused.

That thereupon a cause of action accrued to the plaintiff, to recover against said defendant the said sum of thirty-five dollars, with interest thereon since July 1st, 1874.

53 The plaintiff, for his twenty-sixth cause of action, states:

That heretofore, to wit, on the first day of July, A. D. 1870, at the city of Fort Scott, in the county of Bourbon, in the State of Kansas, the defendant, by virtue of the power in it vested by an act of the legislature of the State of Kansas, entitled "An act to amend sections 51, 52, and 53 of an act entitled 'An act concerning private corporations,'" which act took effect February 27th, 1869, and also by the power in it vested by other laws of the said State of Kansas, did make, issue, and deliver its certain negotiable bonds of that date, with interest coupons, thereto attached which bonds were numbered from one to twenty-five inclusive, and were for the sum of one thousand dollars each, and of which bonds the following is a true copy except the number thereof, to wit:

No. —.] UNITED STATES OF AMERICA. [$1,000.

STATE OF KANSAS,
City of Fort Scott, in the County of Bourbon:

Issued under the laws of Kansas, and in pursuance of an ordinance of the city of Fort Scott, approved December 22d, 1870. $25,000 subscription to the Missouri, Kansas and Texas Railway Company.

Know all men by these presents that the city of Fort Scott, county of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas and Texas Railway Company, or bearer, the sum of one thousand dollars, lawful money of the United States of America, which sum of money the said city promises to pay on the first day of July, A. D. 1890, at the Fourth National Bank, in the city of New York, with interest
54 thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in said city of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due.

$1,000. $1,000.

The city, the maker hereof, reserves the right to pay this bond, at its option, at any time before maturity.

In witness whereof the said city of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf and for its benefit by its

mayor, and countersigned by its clerk, duly and legally appointed and authorized in this respect.

B. P. McDONALD, *Mayor.* [SEAL.]

Fort Scott, Kansas, July 1st, 1870.

T. A. CORBETT, *City Clerk.*

(Across the face in red ink:) $1,000.

That said bonds, pursuant to law, were duly registered in the office of the auditor of the State of Kansas, and attached to each of said bonds was the following certificate of such auditing, to wit:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvement, and providing
55 for the registration of such bonds, the registration of other bonds and the repealing of all laws in conflict therewith," approved March 2d, 1872.

Witness my hand and official seal this 7th day of January, 1873.

A. THOMAN,
Auditor of State.

That attached to each of said bonds were coupons for the payment of the interest thereon as the same became due and payable, and which coupons are in form and substance as follows, to wit:

$35.00. STATE OF KANSAS.

City of Fort Scott, in the county of Bourbon, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the city of New York, on the first day of January, 1875, being six months' interest on bond No. .

T. A. CORBETT, *City Clerk.*

That afterwards, and before the maturity of said bonds, or any or either of them, and before the maturity of any interest on said bonds, or any or either of them, the said bonds and the interest-coupons thereto attached were, for value received, sold, assigned, transferred and delivered to the plaintiff who is now the owner and holder of the same.

That when the coupons attached to said bonds for the interest falling due on *on* the first day of January, A. D. 1875, became due and payable, the said coupons were duly presented for payment at the place where the same were made payable and payment thereof demanded in behalf of said plaintiff, which payment was then and there refused, and thereupon a cause of action accrued to the said plaintiff to have and recover
56 of said defendant the sum of thirty-five dollars on each of said twenty-five coupons, as therein mentioned, amounting in the aggregate to the sum of eight hundred and seventy-five *five* dollars, ($875.00,) with interest thereon at seven per cent. per annum from the 1st day of January, A. D. 1875.

Wherefore the plaintiff prays for a judgment against the defendant for the several sums of money hereinbefore mentioned, and amounting in the aggregate to the sum of five thousand two hundred and fifty

dollars, ($5,250.00,) together with interest thereon at the rate of seven per cent. per annum, as follows:

On $875.00 from July 1st, 1872.
On $875.00 from January 1st, 1873.
On $875.00 from July 1st, 1873.
On $875.00 from January 1st, 1874.
.00 from July 1st, 1874.
.00 from January 1st, 1875, and costs of suit.

MARTIN & CASE &
WATERS & SCOVILLE,
Attorneys for Plaintiff.

(Endorsed:) No. 1130. Joshua Converse vs. The City of Fort Scott. Petition filed October 12, 1874. A. S. Thomas, clerk.

Precipe.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for the eighth circuit and district of Kansas.

JOSHUA CONVERSE, PLAINTIFF,
vs.
THE CITY OF FORT SCOTT, DEFENDANT. } Precipe.

57 The clerk of the court will issue a summons for the above-named defendant directed to the marshal of the United States for the district of Kansas, returnable according to law.

If default is made the plaintiff will take judgment against the defendant for four thousand three hundred and seventy-five dollars ($4,375.00) and interest thereon, as follows:

On $875.00 from July 1st, 1872, at 7 per cent. per annum.
On $875.00 from Jan'y 1st, 1873, at 7 per cent. per annum.
On $875.00 from July 1st, 1873, at 7 per cent. per annum.
On $875.00 from Jan'y 1st, 1874, at 7 per cent. per annum.
On $875.00 from July 1st, 1874, at 7 per cent. per annum, and costs of suit.

MARTIN & CASE,
Attorneys for Plaintiff.

(Endorsed:) No. 1130. Joshua Converse vs. The City of Fort Scott. Precipe. Filed October 12, 1874. A. S. Thomas, clerk.

Security for costs.

In the circuit court of the United States for the district of Kansas.

JOSHUA CONVERSE, PLAINTIFF,
vs.
THE CITY OF FORT SCOTT, DEFENDANT.

We enter ourselves security for costs in said case, and promise to pay all costs which may accrue to the opposite party in this action, or to any of the officers of this court, and in default of payment by the plaintiff of

any costs ordered or adjudged to be paid by him, we hereby agree and stipulate that execution may issue against our property for any
58 costs taxed against him.

Dated this 12th day of October, 1874.

F. W. GILES.
C. W. JEWELL.

(Endorsed:) No. 1130. Joshua Converse against The City of Fort Scott. Security for costs. Filed October 12, 1874. A. S. Thomas, clerk. Approved. A. S. Thomas, clerk.

And on this day, to wit, October 12th, 1874, the clerk of said court issued a summons in said-entitled cause, which summons, with the marshal's return thereon, is in the words and figures following, to wit:

Summons.

Circuit court of the United States of America, district of Kansas, ss.

The United States of America to the marshal of the district of Kansas, greeting:

You are hereby commanded to notify the City of Fort Scott that it has been sued by Joshua Converse in the circuit court of the United States for the district of Kansas, and that unless it answers by the eleventh day of November, A. D. 1874, the petition of the said Joshua Converse against it filed in the clerk's office of the said court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this writ on the 22nd day of October, A. D. 1874.

Witness the Hon. Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, at Topeka, in said district, this 12th day of October, A. D. 1874.

[SEAL.] A. S. THOMAS, *Clerk.*

(Endorsed:) Suit brought for the recovery of money. Amount
59 claimed, $4,375.00, with interest from the first day of July, A. D. 1872, at the rate of 7 per cent. per annum on $875.00; on $875.00 from Jan'y 1st, 1873, at 7 per cent. per annum; on $875.00 from July 1st, 1873, at 7 per cent. per annum; on $875.00 from Jan'y 1st, 1874, at 7 per cent. per annum; on $875.00 from July 1st, 1874, at 7 per cent. per annum, and costs of suit. Martin & Case, attorneys for plaintiff. No. 1130. Circuit court of the United States, district of Kansas. Joshua Converse vs. The City of Fort Scott. Summons issued Oct. 12th, 1874. Returnable Oct. 22, 1874. Martin and Case, attorneys for plaintiff.

U. S. marshal's return.

DISTRICT OF KANSAS, *ss:*

Rec'd this writ Oct. 12th, 1874, and served the same on the within-named defendant, the City of Fort Scott, at Bourbon Co., State & district of Kansas, by delivering to J. M. Terry personally a true & certified copy hereof, with all the endorsements thereon, on the 17th day of Oct., 1874, said J. M. Terry then & there being the mayor of the said defendant, the City of Fort Scott. I also, on the 19th day of Oct., 1874, delivered a like copy personally to M. Crocker, he, said Crocker, then & there being the clerk of said defendant, the City of Fort Scott.

W. S. TOUGH,
U. S. Marshal for the District of Kansas,
By C. T. RUCKER, *Deputy.*

For service, 4.00; travel, 170 miles, at 6d., 10.20—$14.20. Filed October 20th, A. D. 1874. A. S. Thomas, clerk.

And on this day, to wit, November 6th, 1874, the defendant filed in the clerk's office of said court his demurrer in said-entitled cause, which said demurrer, with the endorsement thereon, is in the words and figures following, to wit:

Demurrer.

60 In the United States circuit court for the district of Kansas.

JOSHUA CONVERSE, PLAINTIFF,
vs.
THE CITY OF FORT SCOTT, DEFENDANT. } Demurrer.

1. The defendant comes and demurs to the plaintiff's petition, and for cause of demurrer assigns the following:

1. That the petition is insufficient in law, and does not state facts sufficient to constitute a cause of action; wherefore defendant prays, &c.

McKOMAS & McKEIGHAN,
Defendant's Attys.

(Endorsed:) No. 1130. In the circuit court of the U. S. Joshua Converse v. The City of Fort Scott. Demurrer. Filed November 6, 1874. A. S. Thomas, clerk.

And on this day, to wit, Wednesday, November the 25th, 1874, in the November term, A. D. 1874, of said court, in the second of the proceedings thereof in the said-entitled cause is the following entry, to wit:

Journal-entry.

JOSHUA CONVERSE
vs.
THE CITY OF FORT SCOTT. } 1130.

Now comes the defendant, by McComas and McKeighan, its attorneys, and with leave of the court files answer herein.

And on this day, to wit, November 25th, 1874, the defendant filed in the clerk's office of said court its answer in said-entitled cause, which answer, with the endorsements thereon, is in the words and figures
61 following, to wit:

Answer.

In the circuit court of the United States in and for the district of Kansas.

JOSHUA CONVERSE, PLAINTIFF,
vs.
THE CITY OF FORT SCOTT, DEFENDANT. }

1st. Now comes the said defendant, by its attorneys, and for answer to the petition herein, and each and every count thereof, denies each and every allegation and averment therein contained.

2nd. For further answer and defense herein, said defendant avers and

alleges that the said ordinance of December 22nd, 1870, referred to in the description of the bonds sued on herein, was and is in words and figures as follows:

"*Ordinance No.* 135.

"An ordinance providing for issuing to the Missouri, Kansas and Texas Railway Company ($25,000.00) twenty-five thousand dollars of the bonds of the city, in lieu of right of way, and grounds for depots, engine-houses, machine-shops, and yard-room.

"Whereas at a special election held in and for the city of Fort Scott, on the 30th day of August, A. D. 1870, a proposition was submitted to the qualified electors of said city, to authorize the mayor and city council, upon compliance on the part of the Missouri, Kansas and Texas Railway Company with certain conditions set forth in said proposition, to issue the bonds of the city, not exceeding in amount the sum of
62 twenty-five thousand dollars, for the purpose of procuring the right of way for the road of said company through the corporate limits of the city, and also, in addition thereto, purchasing grounds not exceeding twenty-eight acres in the aggregate for depots, machine-shops, engine-houses, and yard-room, and donating the same to said company. And whereas, upon a canvass of the votes cast at said election, it was found that a large majority of the votes so cast were in favor of said proposition, and that the same was thereby adopted;

"And whereas the said Missouri, Kansas and Texas Railway Company have so far complied with the condition on their part to be done and performed as to enable them to demand from the city the right of way and grounds above mentioned, and in the exercise of their right have made a proposition to the city through their duly-authorized agent to accept the $25,000.00 of bonds so voted in lieu of said grounds and right of way, and in full satisfaction and discharge of all the obligations resting on the city in relation thereto;

"And whereas, upon a full and careful consideration of the premises and of all the facts in the case, it is deemed advisable for the best interests of the city to accept said proposition and issue to said company the said $25,000.00 of bonds in accordance therewith;

"Now, therefore, be it ordained by the mayor and councilmen of the city of Fort Scott:

"SEC. 1. That the sum of twenty-five thousand dollars be, and the same is hereby, appropriated for the purpose of discharging the
63 obligation of the city to furnish the right of way for the road of the Missouri, Kansas and Texas Railway Company through the corporate limits of the city, and the further obligation to donate to said company grounds, not exceeding in the aggregate twenty-eight acres, for depots, engine-houses, and machine-shops, and yard-room, and the mayor and city clerk are hereby authorized and required to execute and deliver to said company the bonds of the city to the amount of twenty-five thousand dollars, in the manner and upon the terms and conditions hereinafter prescribed.

"SEC. 2. Said bonds shall be of the denomination of *of* one thousand dollars, shall bear interest at the rate of seven per centum per annum, payable semi-annually, shall have interest-coupons attached, and shall be made payable twenty years from the date thereof, at the Fourth National Bank, in the city of New York, where the interest shall also be made payable. They shall be signed by the mayor and attested by the clerk.

"SEC. 3. Said bonds shall not be delivered until said company, through its duly authorized agent, shall have signed a receipt acknowledging that said bonds are in full and entire satisfaction and discharge of all demands upon or against the city, and shall also agree that the grounds to be purchased and used by said company for all of the purposes above mentioned shall be situated on the south side of the Marmaton River, and contiguous to the grounds on which the depots of said company are now located.

64 "SEC. 4. This ordinance to take effect and be in force from and after its publication in the Fort Scott Monitor.

"Approved Dec. 22nd, 1870.

"Published Dec. 25th, 1870.

(Signed) "Attest: T. A. CORBETT,
"*City Clerk.*"

And said defendant further avers and alleges that the ordinance of July 25th, 1870, referred to, was and is in words and figures as follows:

"*Ordinance No.* 108.

"Entitled 'An ordinance providing for submitting to the qualified electors of the city of Fort Scott the question of subscribing seventy-five thousand ($75,000) dollars to the capital stock of the Missouri, Kansas and Texas Railway Co., and for other purposes.'

"Be it ordained by the mayor and councilmen of the city of Fort Scott:

"SEC. 1. That a special election be, and the same is hereby, ordered to be held in the several wards of the city of Fort Scott, on Tuesday, the thirtieth day of August, A. D. 1870, for the purpose of submitting to the qualified electors of said city the question of subscribing, in the name of the city and on the condition hereinafter prescribed, for seventy-five thousand dollars of the capital stock of the Missouri, Kansas & Texas Railway Company, and also the further question of authorizing the mayor and city council of said city to issue the bonds of the city in a sum not exceeding twenty-five thousand dollars, for the purpose of procuring the right of way for the road of said company through the corporate

65 limits of the city, and, in addition thereto, purchasing grounds as hereinafter provided, not exceeding twenty-eight (28) acres, for depots, engine-house, machine-shops, and yard-room, and donating the same to said company.

"SEC. 2. That said election shall be conducted in accordance with the general election laws of the State of Kansas, as far as applicable, and the ordinances of the city, and the mayor shall cause at least thirty days' notice thereof to be given by publication in at least one newspaper published in the city, and also by not less than twenty written or printed or partly written and printed handbills, posted in the most conspicious place in each ward of the city; said notices shall state the question to be voted on, the day on which said election shall be held, the hours betwe'n which the polls will be kept open, and the place in each ward at which the election shall be so held.

"SEC. 3. The ballots voted at said election shall contain the words 'For the stock and donation' or 'Against the stock and donation' as the voter may elect.

"SEC. 4. That if upon a canvass of the votes cast at said election, it shall be found that a majority of said votes are in favor of the stock and donation, the mayor and city counsel shall be authorized and re-

quired to subscribe in the name of the city of Fort Scott for seventy-five thousand dollars of capital stock of said company, on the following fundamental conditions, to wit:

1st. The said company, their successors or assigns, shall within six months from the date of the election above provided for, construct
66 or cause to be constructed and put in practical operation a line of railway from Sedalia, in Missouri, to the city of Fort Scott, and shall extend the same as soon thereafter as practicable in a southwesterly direction to a point on the Missouri, Kansas and Texas Railway, lately known as the Southern Branch of the Union Pacific Railroad, eastern division.

"2nd. The said company shall make said line of railway from Sedalia, or from any point northwesterly thereof, to which said company may hereafter extend its road or cause the same to be made, the great through line by way of Fort Scott to the southwest of the said Missouri, Kansas and Texas Railway Co., and no other line of railway shall be constructed by said company or its successors from Nevada, in Missouri, south of Fort Scott, through Bourbon or Crawford Counties in Kansas,

3rd. Said company shall make or cause Fort Scott to be made, the end of a division on said line of road, and shall erect engine-houses and machine-shops at or near said point, before doing so at any other point southwest of Sedalia on the through line of railroad from Sedalia by way of Fort Scott to the Indian Territory and Texas, as soon as the business of said line shall in the opinion of said company render such shops necessary.

"SEC. 5. That the mayor and city council shall be further authorized and required to issue the bonds of the city, in payment for said stock at par, i e, to the amount of seventy-five thousand dollars; said bonds shall
67 be issued in sums of not less than one thousand dollars each, shall bear interest at the rate of seven per cent. per annum, payable semi-annually in the city of New York, where the principal shall also be payable, shall have interest-coupons attached, shall be payable thirty years after date thereof, and shall be executed in due form of law.

"SEC. 6. Said bonds when issued, shall be placed in the hands of a responsible trustee to be chosen jointly by the mayor and city council of said city, and the officers or agents of said company; it shall be the duty of said trustee to carefully keep said bonds until such time as said company shall have constructed and put in practical operation their said line of railway from Sedalia to Fort Scott, when he shall deliver them to said company, their successors or assigns, first detaching therefrom coupons equal in amount to the whole amount of interest accrued on said bonds at the time of such delivery; the coupons so detached shall be returned by said trustee to the city council to be cancelled or destroyed; said trustee before receiving said bonds shall give an undertaking in the sum of one hundred and fifty thousand dollars, with security, to be approved by the mayor and city council, and, also, the officers or agents of said company, conditional for the faithful performance of his trust.

"SEC. 7. That it shall be the duty of the mayor and city council of said city, at the time of the delivery of said bonds as provided for in the next preceding section, to sell and assign the stock issued therefor
68 for a nominal consideration to the Land-Grant Railway and Trust Company of New York.

"SEC. 8. It shall, also, be the duty of the mayor and city council, in case the election hereinbefore provided for shall result in favor of the stock and donation, to proceed forthwith to confer with the proper officers

of said company or its successors, and ascertain at the earliest possible moment the route selected by said company or its successors for the line of their road through the corporate limits of the city, and also the ground chosen by them for depot and other purposes, and they are hereby authorized and required to proceed, in such manner as may be deemed most conducive to the interests of the city, to purchase so much land as may be necessary for the right of way through said city, and also twenty-five acres exclusive of the right of way, at such point convenient to the city limits as the officers of said company may select for depots, engine-houses, machine shops, and yard-room, and they are further authorized to issue the bonds of the city, not exceeding twenty-five thousand dollars in amount, for the purpose of raising funds to pay for same: Provided, however, that in case the mayor and city council shall be of the opinion that the interests of the city will be better subserved by purchasing eight acres within the city limits, and twenty acres outside of the city at some point to be designated by the proper officers of said company for machine-shops, engine-houses, and yard room, they shall be authorized, and are hereby required, to do so, and to issue the bonds of the city in payment therefor as above provided.

69 "SEC. 9. Said bonds shall be executed in due form of law, shall bear interest at the rate of 7 per cent. per annum, payable semi-annually, and shall have coupons attached; they shall be made payable not less than ten nor more than thirty years from the date thereof, and shall not be negotiated or sold for less than eighty (80) cents on the dollar.

"SEC. 10. As soon as the mayor and city council shall have purchased or procured the right of way and grounds above specified, they shall donate or convey the same for a nominal consideration, or shall cause the same to be donated or conveyed for a nominal consideration, by an indefeasible title in fee-simple to said company: Provided, however, that in their judgment said company shall have first given evidence of their determination to comply with the condition mentioned in section four (4) of this ordinance.

"SEC. 11. An ordinance entitled 'An ordinance providing for the submission of the question of subscribing $75,000 of the bonds of the city to the Tebo and Neosho R. R. Co., and for other purposes, approved July 15th, 1870, be, and the same is hereby, repealed.

"SEC. 12. This ordinance shall take effect and be in force from and after its publication in the Fort Scott Monitor, published July 26 & 27th, four times in the weekly Monitor, 1870.

"Approved July 25th.

Attest:

(Signed) "T. A. CORBETT,"

"*City Clerk.*"

And said defendant avers that the said ordinance' were and are all the ordinances that were ever passed by said city with reference to the issuance of the bonds set out in the plaintiff's petition, and said

70 defendant further alleges that the pretended ordinance of December 22d, 1870, was never signed by the mayor, as required by law, nor were the coupons sued on herein ever executed by the city of Fort Scott, nor its officers, nor was any election ever held in said city under any law of the State of Kansas in which the question of subscribing stock to the Missouri, Kansas, and Texas Railway Company, and issuing the bonds sued on herein in payment therefor, was submitted to the electors of said city. And further, that said last-mentioned ordi-

nance was and is void and illegal for the further reason that two distinct propositions were to be jointly submitted. Wherefore said defendant avers that said bonds set out in the plaintiff's petition and the coupons thereto attached, and each and every of them, were and are utterly null and void, and without any authority or force in law, and the plaintiff has no cause of action.

3d. For a further and third defense herein, said defendant avers and alleges that at the time the bonds sued on herein were issued, no such railroad company was organized or incorporated under the laws of the State of Kansas as the Missouri, Kansas and Texas Railway Company, which was authorized to build a railroad to, by, at, or near the city of Fort Scott or thro' Bourbon County, nor at any time before said bonds were issued, nor did the Missouri, Kansas and Texas Railway Company build any such railroad. Wherefore the plaintiff has no cause of action.

McCOMAS & McKEIGHAN,
Attorneys for the City of Fort Scott, Defendant.

71 STATE OF KANSAS,
Bourbon County, ss:

J. M. Terry, being first duly sworn, deposes and says that he is mayor of the city of Fort Scott; that the above and foregoing answer has been read to him, and he is acquainted with the contents thereof, and that so far as it denies the signing of the ordinance of December 22nd, 1870, and the coupons mentioned herein, its averments are true.

J. M. TERRY, *Mayor.*

Subscribed and sworn to before me this 21st day of November, A. D. 1874.

[SEAL.] JAMES H. SALLEE,
Notary Public.

(Endorsed:) No. 1130. In the circuit court of the United States for the district of Kansas. Joshua Converse vs. The City of Fort Scott. Answer. Filed Nov. 25, 1874. A. S. Thomas, clerk. McComas & McKeighon, Ft. Scott, Kansas, attys. for deft.

And on this day, to wit, Monday, November 30th, 1874, in the November term, A. D. 1874, of said court, in the record of the proceedings thereof in the said-entitled cause is the following entry, to wit:

Journal entry.

JOSHUA CONVERSE
vs. } 1130.
THE CITY OF FORT SCOTT.

Ordered that this case be continued to the next term of this court, and leave given the plaintiff to reply in twenty days from this date.

And on this day, to wit, May 25th, 1875, the plaintiff filed in
72 the clerk's office of this court his reply in the said-entitled cause, which said reply, with the endorsement thereon, is in the words and figures following, to wit:

Reply.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for the district of Kansas.

JOSHUA CONVERSE, PLAINTIFF,
vs.
THE CITY OF FORT SCOTT, DEFENDANT. } Reply.

The plaintiff, for reply to the second defense stated in the defendant's answer, says:

I. He admits that the ordinances named and set forth in the defendant's answer are the same ordinances under which the bonds mentioned in his petition were issued, but he denies each and every other allegation and averment contained in the second and third defenses stated in said defendant's answer.

II. And the plaintiff further states that he purchased the said bonds and coupons in good faith and for a valuable consideration before the same were due and payable, and without any knowledge of the matters and things stated by way of defense in said defendant's answer.

III. And the plaintiff, further replying, says that the said defendant ought not to be permitted to maintain the defenses, or either of them, set forth in its answer, for the reason that on the fifth day of February, A. D. 1871, the said defendant commenced a civil action
73 in the district court for Bourbon County, Kansas, against the Missouri, Kansas and Texas Railway Company for the purpose of recovering of and from said Missouri, Kansas and Texas Railway Company the sum of one hundred thousand dollars damages, on the ground that said railway company had failed to comply with the conditions named in the ordinances aforesaid, and that said railway company had fraudulently obtained said bonds from the defendant; and afterwards, to wit, at the March term, A. D. 1874, of the district court for Bourbon Co., Kansas, and on the 2nd day of April, A. D. 1874, by the consideration of said court, said defendant recovered a judgment in said action against the said Missouri, Kansas and Texas Railway Company for the said sum of one hundred thousand dollars, being the full value of the bonds issued under the ordinances aforesaid, including the bonds now held and owned by the plaintiff, which judgment remains in full force and effect against the said Missouri, Kansas and Texas Railway Company. And the plaintiff says that by reason of the premises the said defendant is estopped from making or maintaining any or either of the matters of defense set forth in its answer.

Wherefore the plaintiff prays judgment as in his petition demanded.

MARTIN & CASE,
Attorneys for Plaintiff.

(Endorsed:) No. 1130. Joshua Converse vs. The City of Fort Scott. Reply filed May 25, 1875. A. S. Thomas, clerk.

74 And on this day, to wit, June 2nd, 1875, the defendant filed in the clerk's office of said court its demurrer to reply in said-entitled cause, which demurrer, with the endorsement thereon, is in the words and figures following, to wit:

Demurrer to reply.

In the circuit court of the United States for the district of Kansas.

JOSHUA CONVERSE, PLAINTIFF,
vs.
THE CITY OF FORT SCOTT, DEFENDANT. } Demurrer to reply.

Now comes the said defendant, by its attorneys, and demurs to the 3rd ground of reply set up in the plaintiff's reply herein, and assigns, as a ground of demurrer thereto, that it does not state facts sufficient to constitute a reply to the matters and things set up in the defendant's answer.

Wherefore the defendant asks the judgment of the court on said plea.

McCOMAS & McKEIGHAN,
Attys. for Deft.

No. 1130. Joshua Converse vs. The City of Fort Scott. Demurrer to reply. Filed June 2, 1875. A. S. Thomas, clerk.

And on this day, to wit, June 17, 1875, come the parties, by their attorneys, and file their mutual stipulation to file counts in the clerk's office of said court, which stipulation, with the endorsement thereon, is in the words and figures following, to wit:

Stipulation.

In circuit court of United States, district of Kansas.

JOSHUA CONVERSE, PLAINTIFF,
vs.
75 CITY OF FORT SCOTT, DEFENDANT.

It is agreed that the plaintiff may and shall file counts on coupons on bonds sued on falling due January 1st, 1875, A. D., said counts, when filed, to be filed as of June 14th, 1875, and said coupons to be considered in issue in the same manner as coupons in original petition.

MARTIN & CASE, *Attys. for Plff.*
McCOMAS & McKEIGHAN,
Dfts. Attys.

(Endorsed:) No. 1130. Joshua Converse vs. City of Ft. Scott. Stipulation to file counts on coupons falling due Jan. 1st, 1875. Filed June 17, 1875. A. S. Thomas, clerk.

And on this day, to wit, June 17, 1875, the defendant filed in the clerk's office of said court its rejoinder to plaintiff's reply in said-entitled cause, which said rejoinder, with the endorsement thereon, is in the words and figures following, to wit:

Rejoinder.

In the circuit court of the United States, district of Kansas.

JOSHUA CONVERSE, PLAINTIFF,
vs.
CITY OF FORT SCOTT, DEFENDANT.

The said defendant denies each and every allegation in the plaintiff's reply.

2nd. Said defendant says that, on the 15th day of February, A. D. 1874, it brought an action in the district court of Bourbon County, Kansas, to recover damages against the Missouri, Kansas and
76 Texas Railway Company for the breach of contract in the issuance of seventy-five thousand dollars in bonds, for the payment of stock, and recovered judgment for one hundred thousand dollars for such breach, on the 2nd day of April, A. D. 1874, which suit and judgment has been taken by said company to the supreme court of Kansas, and is now pending in said court undetermined, but defendant denies that the bonds in suit in this action are a part of said seventy-five thousand issue, or that validity or invalidity of the bonds sued on in this action was brought in issue, tried, or determined in the said State court.

3d. Said defendant avers that the plaintiff was the owner and holder of the bonds set up herein before the institution of the said suit in the State court, and there is no estoppal in said action or the judgment therein, either against the plaintiff or defendant herein.

4th. Said defendant avers that the Missouri, Kansas & Texas Railway Company is insolvent, and its property and effects are in the hands of a receiver in the circuit court of the United States, district of Kansas.

Wherefore the defendant is still entitled to judgment.

McCOMAS & McKEIGHAN,
Deft.'s Attys.

(Endorsed:) No. 1130. Joshua Converse vs. City of Fort Scott. Rejoinder to pllff.'s reply. Filed June 17, 1875. A. S. Thomas, clerk. McComas & McKeighan, deft.'s attys.

77 And on this day, to wit, June 18th, 1875, the parties, by their attorneys, filed in the clerk's office of this court their mutual stipulation to waive jury in said-entitled cause, which stipulation, with the endorsement thereon, is in the words and figures following, to wit:

Stipulation.

JOSHUA CONVERSE, PLAINTIFF,
vs.
CITY OF FORT SCOTT, KANSAS. } No. 1130.

It is hereby stipulated that the said cause may and shall be tried, without the intervention of a jury, by the court.

June 17th, 1875.

MARTIN & CASE,
Attys. for Plff.
McCOMAS & McKEIGHAN,
Deft.'s Atty.

(Endorsed:) No. 1130. Joshua Converse vs. City of Ft. Scott. Stipulation to waive jury. Filed June 18, 1875. A. S. Thomas, clerk.

And on this day, to wit, Thursday, June 17, 1875, in the June term, A. D. 1875, of said court, in the record of the proceedings thereof in the said-entitled cause, is the following entry, to wit:

Judgment.

THURSDAY, *June 17th*, 1875.

JOSHUA CONVERSE
vs.
THE CITY OF FORT SCOTT. } 1130.

Now, on this 17th day of June, 1875, said cause came on for hearing; the plaintiff appeared by *its* attorneys, Martin & Case; the defendant, by its attorneys, McComas & McKeighan. By leave of court the
78 defendant withdraws its demurrer to plaintiff's reply, and files a rejoinder.

Thereupon, a jury having been first waived by written stipulation on file, said cause was submitted to the court on the pleadings, evidence introduced, and argument of counsel, in consideration of which the court makes the following special findings of fact and conclusions of law, viz:

Special findings of the court.

JOSHUA CONVERSE, PLAINTIFF,
vs.
THE CITY OF FORT SCOTT, IN THE STATE OF KANSAS, DEFENDANT. } No. 1130.

The court makes the following special findings of facts:

1st. That the plaintiff, when this action was commenced, was, and now is, a citizen of the State of New Hampshire.

2nd. That the defendant was, on the 1st day of January, A. D. 1868, and ever since, and now is, a city of the second class, duly incorporated and governed by the general laws of the State of Kansas, relating to cities of the second class.

3rd. That the plaintiff was, when this action was commenced, and now is, the owner and holder of the bonds & coupons set out in the petition herein.

4th. That the plaintiff, for value, purchased the said bonds and coupons from the Missouri, Kansas and Texas Railway Company, before the maturity of said bonds and coupons, or any or either of them, or of any interest thereon, and that he so purchased the same without actual knowledge of any of the matters of defense stated in the defendant's answer.

5th. The bonds and coupons set out in the plaintiff's petition were issued under the authority of the ordinances set forth in the de-
79 fendant's answer, & are the bonds mentioned in the ordinance of December 22, 1870.

6th. That the Union Pacific Railway Company, southern branch, was duly incorporated under the general incorporation laws of the State of Kansas on the 25th day of September, A. D. 1865, and that, on the 31st day of March, A. D. 1870, the name of this corporation was duly changed to that of the Missouri, Kansas and Texas Railway Company, and that this last-named corporation was on said last-mentioned date, and ever since, authorized by law to construct a railroad into and through the city of Fort Scott.

7th. That the Missouri, Kansas and Texas Railway Company did construct its railroad into and through the city of Fort Scott, in accordance with the conditions mentioned in the ordinance of July 22, 1870.

8th. That the coupons mentioned in the plaintiff's petition were duly signed by the city clerk of the defendant.

9th. That the bonds and coupons set forth in the petition are true copies of the original bonds and coupons.

As a conclusion of law, the court finds that the bonds and coupons sued upon were issued without authority of law, and are null and void, and that the plaintiff is not entitled to recover in this action, and that judgment should be entered for the defendant, to which conclusion of law the plaintiff excepts.

SAM. F. MILLER.

It is therefore considered, ordered, and adjudged that the said City of Fort Scott, defendant, go hence without day, and that it have and recover of and from the said Joshua Converse, plaintiff, its costs taxed at $, and hereof let execution issue; to which judgment the
80 plaintiff excepts.

81 UNITED STATES OF AMERICA,
District of Kansas, ss:

I, A. S. Thomas, clerk of the circuit court of the United States of America for the district of Kansas, do hereby certify the foregoing to be a true, full, and perfect copy from the record of all the proceedings had in the case of Joshua Converse vs. The City of Fort Scott, No. 1130 in said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at my office in Topeka in said district of Kansas this day of September, A. D. 1875.

[SEAL.] A. S. THOMAS, *Clerk.*

82

83 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States for the district of Kansas, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said court before you, between Joshua Converse and The City of Fort Scott, No. 1130 in said court, a manifest error hath happened, to the great damage of the said plaintiff, as by his complaint appears: We, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief-Justice of the
84 Supreme Court, the 26th day of October, A. D. 1875.

[SEAL.] A. S. THOMAS,
Clerk of the Circuit Court of the United States for the District of Kansas.

Allowed.

C. G. FOSTER,
U. S. Dist. Judge.

(Indorsed:) No. 1130. Joshua Converse vs. The City of Fort Scott. Writ of error. Filed Oct. 29, 1875. A. S. Thomas, clerk.

85 The United States of America to the City of Fort Scott, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington on the second Monday of October, A. D. 1876, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the district of Kansas, wherein Joshua Converse is plaintiff in error and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in the said writ of error mentioned should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, this 26th day of October, A. D. 1875.

C. G. FOSTER,
U. S. Dist. Judge.

86 UNITED STATES OF AMERICA,
District of Kansas, ss:

We hereby waive the formal service of this citation, and accept service of the same for the defendant in error, The City of Fort Scott, and we hereby waive all irregularities in the allowance or service of said citation, and enter the appearance of said defendant in error in this suit in the Supreme Court of the United States.

Dated this day of October, A. D. 1875.

M'COMAS & M'KEIGHAN,
Attorneys for Defendant in Error.

(Indorsed:) No. 1130. Joshua Converse vs. The City of Fort Scott. Citation. Filed Oct. 30, 1875. A. S. Thomas, clerk.

(Indorsement on cover:) No. 843. Joshua Converse, plaintiff in error, vs. The City of Fort Scott. Kansas C. C. U. S. Filed 17th November, 1875.

REC. 843—7

Supreme Court of the United States.

October Term, 1875.

JOSHUA CONVERSE,

PLAINTIFF IN ERROR,

vs.

THE CITY OF FORT SCOTT,

DEFENDANT IN ERROR.

ARGUMENT FOR PLAINTIFF IN ERROR,

BY G. C. YEATON.

BOSTON:
FRANKLIN PRESS: RAND, AVERY, AND COMPANY.
1875.

STATEMENT OF THE CASE.

ACTION upon one hundred and fifty interest coupons, for thirty-five dollars each, from twenty-five coupon bonds, of one thousand dollars each, due semi-annually, and payable in the City of New York, — twenty-five on the first day of July, 1872, and twenty-five each, on the first days of January and July of each year thereafter, until and including January 1, 1875.

Each bond was impressed with the corporate seal of the City of Fort Scott, and upon its face recited that it was "Issued under the laws of Kansas, and in pursuance of an ordinance of the City of Fort Scott, approved Dec. 22, 1870, $25,000 subscription to the Missouri, Kansas, and Texas Railway Company," and was of the tenor following, to wit: "Know all men by these presents, that the City of Fort Scott, County of Bourbon, in the State of Kansas, hereby, for value received, acknowledges itself indebted and firmly bound to pay to the Missouri, Kansas, and Texas Railway Company, or bearer, the sum of one thousand dollars lawful money of the United States of America, which sum of money the said City promises to pay on the first day of July, A.D., 1890, at the Fourth National Bank in the City of New York, with interest thereon at the rate of seven per centum per annum, payable semi-annually at the office of said Fourth National Bank, in the City of New York, on the first day of January and July in each year, on presentation and surrender of the annexed coupons as they severally become due. The City, the maker hereof, reserves the right to pay this bond, at its option, at any time before maturity.

In witness whereof, the said City of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf, and for its benefit by its Mayor, and countersigned by its Clerk, duly and legally appointed and authorized in this respect.

FORT SCOTT, July 1, 1870.

T. A. CORBETT, *City Clerk.* B. P. MCDONALD, *Mayor.*

Each coupon was of the tenor following, to wit: "State of Kansas, City of Fort Scott, in the County of Bourbon, $35, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the City of New York, on the first day of January, 1875, being six months interest on Bond No. (18.)

(9.) T. A. CORBETT,
City Clerk.

The case was submitted to the Court, by agreement, which made the following special findings of facts, and conclusion of law therefrom, to wit:

1. That the plaintiff, when this action was commenced, was and now is a citizen of the State of New Hampshire.

2. That the defendant was, on the first day of January, A.D., 1868, and ever since and now is a city of the second class, duly incorporated and governed by the general laws of the State of Kansas relating to cities of the second class.

3. That the plaintiff was when this action was commenced and now is the owner and holder of the bonds and coupons set out in the petition herein.

4. That the plaintiff for value purchased the said bonds and coupons from the Missouri, Kansas, and Texas Railway Company before the maturity of said bonds and coupons or any or either of them or of any interest thereon, and that he so purchased the same without actual knowledge of any of the matters of defence stated in the defendant's answer.

5. The bonds and coupons set out in the plaintiff's petition were issued under the authority of the ordinances set forth in the defendant's answer, and are the bonds mentioned in the ordinance of December 22, 1870.

6. That the Union Pacific Railway Company, Southern Branch, was duly incorporated under the general incorporation laws of the State of Kansas, on the twenty-fifth day of September, A.D., 1865, and that on the thirty-first day of March, A.D., 1870, the name of this corporation was duly changed to that of the Missouri, Kansas,

and Texas Railway Company, and that this last named corporation was on said last mentioned date and ever since authorized by law to construct a railroad into and through the City of Fort Scott.

7. That the Missouri, Kansas, and Texas Railway Company did construct its railroad into and through the City of Fort Scott, in accordance with the conditions mentioned in the ordinance of July 22, 1870.

8. That the coupons mentioned in the plaintiff's petition were duly signed by the City Clerk of the defendant.

9. That the bonds and coupons set forth in the petition are true copies of the original bonds and coupons.

As a conclusion of law the Court finds that the bonds and coupons sued upon were issued without authority of law and are null and void, and that the plaintiff is not entitled to recover in this action, and that judgment should be entered for the defendant, to which conclusion of law the plaintiff excepts.

(Signed) SAM. F. MILLER.

It is therefore considered, ordered, and adjudged, that the said City of Fort Scott, defendant, go hence without day, and that it have and recover of and from the said Joshua Converse, plaintiff, its costs taxed at $, and hereof let execution issue, to which judgment the plaintiff excepts.

The following are the Ordinances referred to in special finding No. 5, and set forth in defendant's answer, to wit: —

ORDINANCE NO. 108.

Entitled an Ordinance providing for submitting to the qualified electors of the City of Fort Scott the question of subscribing Seventy-five Thousand Dollars ($75,000) to the Capital Stock of the Missouri, Kansas, and Texas Railway Company, and for other purposes.

Be it ordained by the Mayor and Councilmen of the City of Fort Scott: —

SECTION 1. That a special election be and the same is hereby ordered to be held in the several Wards of the City of Fort Scott, on Tuesday, the thirtieth day of August, A.D. 1870, for the purpose of submitting to the qualified electors of said City the question of subscribing in the name of the City and on the conditions hereinafter prescribed, for Seventy-five Thousand Dollars of the Capital Stock of the Missouri, Kansas, and Texas Railway Company, and also the further question of authorizing the Mayor and City Council of said

In witness whereof, the said City of Fort Scott has caused this bond to be signed, sealed, and delivered on its behalf, and for its benefit by its Mayor, and countersigned by its Clerk, duly and legally appointed and authorized in this respect.

FORT SCOTT, July 1, 1870.

T. A. CORBETT, *City Clerk.* B. P. MCDONALD, *Mayor.*

Each coupon was of the tenor following, to wit: "State of Kansas, City of Fort Scott, in the County of Bourbon, $35, will pay the bearer hereof thirty-five dollars, at the Fourth National Bank, in the City of New York, on the first day of January, 1875, being six months interest on Bond No. (18.)

(9.) T. A. CORBETT,
City Clerk.

The case was submitted to the Court, by agreement, which made the following special findings of facts, and conclusion of law therefrom, to wit:

1. That the plaintiff, when this action was commenced, was and now is a citizen of the State of New Hampshire.

2. That the defendant was, on the first day of January, A.D., 1868, and ever since and now is a city of the second class, duly incorporated and governed by the general laws of the State of Kansas relating to cities of the second class.

3. That the plaintiff was when this action was commenced and now is the owner and holder of the bonds and coupons set out in the petition herein.

4. That the plaintiff for value purchased the said bonds and coupons from the Missouri, Kansas, and Texas Railway Company before the maturity of said bonds and coupons or any or either of them or of any interest thereon, and that he so purchased the same without actual knowledge of any of the matters of defence stated in the defendant's answer.

5. The bonds and coupons set out in the plaintiff's petition were issued under the authority of the ordinances set forth in the defendant's answer, and are the bonds mentioned in the ordinance of December 22, 1870.

6. That the Union Pacific Railway Company, Southern Branch, was duly incorporated under the general incorporation laws of the State of Kansas, on the twenty-fifth day of September, A.D., 1865, and that on the thirty-first day of March, A.D., 1870, the name of this corporation was duly changed to that of the Missouri, Kansas,

and Texas Railway Company, and that this last named corporation was on said last mentioned date and ever since authorized by law to construct a railroad into and through the City of Fort Scott.

7. That the Missouri, Kansas, and Texas Railway Company did construct its railroad into and through the City of Fort Scott, in accordance with the conditions mentioned in the ordinance of July 22, 1870.

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As a conclusion of law the Court finds that the bonds and coupons sued upon were issued without authority of law and are null and void, and that the plaintiff is not entitled to recover in this action, and that judgment should be entered for the defendant, to which conclusion of law the plaintiff excepts.

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Be it ordained by the Mayor and Councilmen of the City of Fort Scott: —

SECTION 1. That a special election be and the same is hereby ordered to be held in the several Wards of the City of Fort Scott, on Tuesday, the thirtieth day of August, A.D. 1870, for the purpose of submitting to the qualified electors of said City the question of subscribing in the name of the City and on the conditions hereinafter prescribed, for Seventy-five Thousand Dollars of the Capital Stock of the Missouri, Kansas, and Texas Railway Company, and also the further question of authorizing the Mayor and City Council of said

City to issue the Bonds of the City, in a sum not exceeding Twenty-five Thousand Dollars, for the purpose of procuring the right of way for the road of said Company through the corporate limits of the City, and in addition thereto procuring grounds, as hereinafter provided, not exceeding in the aggregate twenty-eight (28) acres for depots, engine-house, machine-shops, and yard room, and donating the same to said Company.

SECT. 2. That said election shall be conducted in accordance with the general election laws of the State of Kansas, so far as applicable, and the ordinances of the City, and the Mayor shall cause at least thirty days' notice thereof to be given by publication in at least one newspaper, published in the City, and also by not less than twenty written or printed, or partly written and partly printed, handbills, posted in the most conspicuous places in each ward of the City. Said notices shall state the question to be voted on, the day on which said election shall be held, the hours between which the polls will be kept open, and the places in each ward at which the election shall be so held.

SECT. 3. The ballots voted at said election shall contain the words "For the Stock and Donation," or, "Against the Stock and Donation," as the voter may elect.

SECT. 4. That, if upon a canvass of the votes cast at said election, it shall be found that a majority of such votes are in favor of the Stock and Donation, the Mayor and City Council shall be authorized and required to subscribe, in the name of the City of Fort Scott, for Seventy-five Thousand Dollars of the Capital Stock of said Company on the following fundamental conditions, to wit: —

1. The said Company, their successors, or assigns, shall, within six months from the date of the election above provided for, construct, or cause to be constructed, and put in practical operation, a line of railway from Sedalia in Missouri to the City of Fort Scott, and shall extend the same, as soon thereafter as practicable, in a south-westerly direction, to a point on the Missouri, Kansas, and Texas Railway, lately known as the Southern branch of the Union Pacific Railroad, Eastern division.

2. The said Company shall make said line of railway from Sedalia, or from any point to the north-westwardly thereof to which said Company may hereafter extend its road, or cause the same to be made the great through line, by way of Fort Scott to the south-west of the said Missouri, Kansas, and Texas Railway Co., and no other line of railway shall be constructed by said Company, or its successors, from Nevada, in Missouri, south of Fort Scott, through Bourbon or Crawford Counties, in Kansas.

3. Said Company shall make, or cause Fort Scott to be made, the end of a division on said line of road, and shall erect engine-houses and machine-shops at or near said point, before doing so at any other point south-west of Sedalia, by way of Fort Scott to the Indian Territory and Texas, as soon as the business of said line shall, in the opinion of the said Company, render such shops necessary.

SECT. 5. That the Mayor and City Council shall be further authorized and required to issue the bonds of the City in payment for said Stock, at par, *i.e.*, to the amount of Seventy-five Thousand Dollars; said Bonds shall be issued in sums of not less than One Thousand Dollars each, shall bear interest at the rate of seven per centum per annum, payable semi-annually in the City of New York, where the principal shall also be payable, shall have interest coupons attached, shall be payable thirty years after the date thereof, and shall be executed in due form of law.

SECT. 6. Said bonds, when issued, shall be placed in the hands of a responsible Trustee, to be chosen jointly by the Mayor and City Council of said City, and the officers or agents of said Company. It shall be the duty of said Trustee to carefully keep said bonds until such time as said Company shall have constructed and put in practical operation their said line of railway from Sedalia to Fort Scott, when he shall deliver them to said Company, their successors or assigns, first detaching therefrom coupons equal in amount to the whole amount of interest accrued on said bonds at the time of such delivery; the coupons so detached shall be returned by said Trustee to the City Council to be cancelled or destroyed; said Trustee, before receiving said bonds, shall give an undertaking in the sum of One Hundred and Fifty Thousand Dollars, with security, to be approved by the Mayor and City Council, and also the officers or agents of said Company, conditional for the faithful performance of his trust.

SECT. 7. That it shall be the duty of the Mayor and City Council of said City, at the time of the delivery of said bonds, as provided for in the next preceding section, to sell and assign the Stock issued them for a nominal consideration to the Land Grant Railway and Trust Company of New York.

SECT. 8. It shall also be the duty of the Mayor and City Council, in case the election hereinbefore provided for, shall result in favor of the Stock and donation, to proceed forthwith to confer with the proper officers of said Company, or its successors, and ascertain at the earliest possible moment the route selected by said Company, or its successors, for the line of their road through the corporate limits of the City, and also the ground chosen by them for depots and other

purposes; and they are hereby authorized and required to proceed in such manner as may be deemed most conducive to the interests of the City to purchase so much land as may be necessary for the right of way through said City, and also twenty-five acres, exclusive of the right of way, at such point convenient to the City limits as the officers of said Company may select, for depots, engine-houses, machine-shops, and yard room, and they are further authorized to issue the Bonds of the City, not exceeding Twenty-five Thousand Dollars in amount, for the purpose of raising funds to pay for the same. Provided, however, that in case the Mayor and City Council shall be of the opinion that the interests of the City will be better subserved by purchasing eight acres within the City limits, and twenty acres outside of the City, at some point to be designated by the proper officers of said Company, for machine-shops, engine-houses, and yard room; they shall be authorized and are hereby required to do so, and to issue the Bonds of the City in payment therefor as above provided.

SECT. 9. Said Bonds shall be executed in due form of law, shall bear interest at the rate of seven per centum per annum, payable semi-annually, and shall have coupons attached; they shall be made payable not less than ten nor more than thirty years from the date thereof, and shall not be negotiated or sold for less than eighty (80) cents on the dollar.

SECT. 10. As soon as the Mayor and City Council shall have purchased or procured the right of way, and grounds above specified, they shall donate or convey the same for a nominal consideration, or shall cause the same to be donated or conveyed for a nominal consideration, by an indefeasible title in fee simple to said Company. Provided, however, that in their judgment said Company shall have first given evidence of their determination to comply with the cohditions mentioned in section four of this ordinance.

SECT. 11. An ordinance entitled an ordinance providing for the submission of the question of subscribing Seventy-five Thousand Dollars of the Bonds of the City to the Tebo and Neosho Railroad Company, and for other purposes, approved July 15, 1870, be and the same is hereby repealed.

SECT. 12. This ordinance to take effect and be in force from and after its publication in the "Fort Scott Monitor."

Published July 26 and 27,
4 times in the "Weekly
Monitor."

Approved, July 25, 1870.
President of Council.

Attest:
(Signed) T. A. CORBETT, *City Clerk.*

A true copy of an ordinance of the City of Fort Scott.

In testimony whereof I hereunto set my hand and official seal of the City of Fort Scott this 30th day of April, A.D., 1874.

M. CROCKER, *City Clerk.*

ORDINANCE, NO. 135.

An ordinance providing for issuing to the Missouri, Kansas, and Texas Railway Company, Twenty-five Thousand ($25,000) Dollars of the Bonds of the City in lieu of right of way, and grounds for depots, engine-houses, machine-shops, and yard room.

Whereas, at a special election held in and for the City of Fort Scott, on the 30th day of August, A.D., 1870, a proposition was submitted to the qualified electors of said City, to authorize the Mayor and City Council, upon compliance on the part of the Missouri, Kansas, and Texas Railway Company, with certain conditions set forth in said proposition, to issue the Bonds of the City, not exceeding in amount the sum of Twenty-five Thousand Dollars, for the purpose of procuring the right of way for the road of said Company, through the corporate limits of the City, and also, in addition thereto, purchasing grounds, not exceeding twenty-eight acres in the aggregate, for depots, machine-shops, engine-houses, and yard room, and donating the same to said Company.

And, whereas, upon a canvass of the votes cast at said election, it was found that a large majority of the votes so cast were in favor of said proposition, and that the same was thereby adopted.

And, whereas, the said Missouri, Kansas, and Texas Railway Company have so far complied with the conditions on their part to be done and performed, as to enable them to demand from the City the right of way and grounds above-mentioned, and in the exercise of this right have made a proposition to the City, through their duly authorized agent, to accept the Twenty-five Thousand Dollars of Bonds so voted, in lieu of said grounds and right of way, and in full satisfaction and discharge of all the obligation resting on the City in relation thereto.

And, whereas, upon due and careful consideration of the premises and of all the facts in the case, it is deemed advisable, for the best interests of the City, to accept said proposition, and to issue to said Company the said Twenty-five Thousand Dollars of Bonds in accordance therewith.

Now, therefore, Be it ordained by the Mayor and Councilmen of the City of Fort Scott: —

SECTION 1. That the sum of Twenty-five Thousand Dollars be, and the same is, hereby appropriated, for the purpose of discharging the obligation of the City to furnish the right of way for the road of the Missouri, Kansas, and Texas Railway Company through the corporate limits of the City, and the further obligation to donate to said Company grounds not exceeding in the aggregate twenty-eight acres for depots, engine-houses, and machine-shops, and yard room; and the Mayor and City Clerk are hereby authorized and required to execute and deliver to said Company the Bonds of the City to the amount of Twenty-five Thousand Dollars, in the manner, and upon the terms and conditions hereinafter prescribed.

SECT. 2. Said Bonds shall be of the denomination of One Thousand Dollars, shall bear interest at the rate of seven per centum per annum, payable semi-annually, shall have interest coupons attached, and shall be made payable twenty years from the date thereof at the Fourth National Bank in the City of New York, where the interest shall also be made payable; they shall be signed by the Mayor, and attested by the Clerk.

SECT. 3. Said Bonds shall not be delivered until said Company, through its duly authorized agent, shall have signed a receipt, acknowledging that said Bonds are in full and entire satisfaction and discharge of all demands upon or against the City, and shall also agree that the grounds to be purchased and used by said Company for all of the purposes above mentioned shall be situated on the south side of the Manuaton River, and contiguous to the grounds on which the depots of said Company are now located.

SECT. 4. This ordinance to take effect, and be in force from and after its publication in "The Fort Scott Monitor."

Approved, Dec. 22, 1870.

Published Dec. 25, 1870.

Attest: *Acting Mayor.*

(Signed) T. A. CORBETT, *City Clerk.*

A true copy of an ordinance of the City of Fort Scott, Bourbon County, Kansas.

In testimony whereof I have hereunto set my hand and the official seal of said City this 30th day of April, A.D., 1874.

M. CROCKER, *City Clerk.*

ASSIGNMENT OF ERRORS.

SUPREME COURT OF THE UNITED STATES.

JOSHUA CONVERSE
vs.
THE CITY OF FORT SCOTT. } *In error.*

Of October Term, in the year of our Lord One Thousand Eight Hundred Seventy-five.

Afterwards, to wit, on the second Monday of October in this same Term, before the Justices of the Supreme Court of the United States, at the Capitol, in the City of Washington, comes the said Joshua Converse, by George C. Yeaton his attorney, and says, that in the record and proceedings aforesaid, and also in giving the judgment aforesaid, there is manifest error in this, to wit: *that the bonds and coupons sued upon were issued by and with authority of law, and are valid, and that the plantiff is entitled to recover in this action, and that judgment should be entered for the plaintiff;* there is also error in this, that by the record aforesaid it appears that *the judgment aforesaid given was given for the said defendant against the said plaintiff, whereas by the law of the land the said judgment ought to have been given for the said plaintiff against the said defendant;* and the said plaintiff prays the judgment aforesaid may be reversed, cancelled, and altogether held for nothing, and that he may be restored to all things which he hath lost by occasion of the said judgment.

G. C. YEATON,
Attorney for Plaintiff in error.

The following are copies of the statutes and acts of Legislature of the State of Kansas, which will be referred to in plaintiff's argument: —

"An act to incorporate cities of the second-class." General Statutes of 1868. Commencing on page 159.

ARTICLE III.

THE POWERS OF THE COUNCIL.

SECT. 29. The mayor and council of each city governed by this act shall have the care, management, and control of the city and *its finances*, and shall have power to enact, ordain, alter, modify, or

repeal any and all ordinances not repugnant to the constitution and laws of this State, and *such as it shall deem expedient* for the good government of the city, the preservation of the peace and good order, the suppression of vice and immorality, *the benefit of trade and commerce*, and the health of the inhabitants thereof, and such other ordinances, rules, and regulations, as may be necessary to carry such power into effect.

SECT. 30. SUB-SECT. 32. PAGE 165. To take all needful steps to protect the interest of the city, present or prospective, in any railroad leading from or towards the same; but not to take stock in any railroad without a vote of a majority of the legal voters.

SUB-SECT. 33. *To make all such ordinances*, by-laws, rules, regulations, resolutions, not inconsistent with the laws of the State, *as may be expedient, in addition to the special powers in this section granted*, maintaining the peace, good government, and welfare of the city, and its *trade, commerce, and manufactories*, and to enforce all ordinances by inflicting penalties upon inhabitants, or other persons, for violation thereof, not exceeding a hundred dollars for any one offence, recoverable with costs, together with judgment of imprisonment until said judgment and costs shall be paid.

SUB-SECT. 37. To create, open, widen, or extend any street, avenue, lane, or alley, or annul, vacate, or discontinue, the same, whenever deemed expedient to the public good, *and to take private property for public use, or for the purpose of giving the right of way, or other privilege to any railroad company, or for the purpose of erecting or establishing market-houses and market-places, or for any other necessary public purpose. Provided, however*, That in all cases the city shall make the person or persons whose property shall be taken, or injured thereby, adequate compensation therefor, to be determined by the assessment of five disinherited householders of the city, who shall be selected and compensated as may be prescribed by ordinance, and who shall, in the discharge of their duties, act under oath faithfully and impartially to make the assessments to them submitted.

SUB-SECT. 39. To borrow money on the credit of the city, and pledge the credit, revenue, and public property of the city for the payment thereof. *Provided, however*, that no such money shall be borrowed on any contract hereafter to be made, exceeding two thousand dollars, until the city council shall be instructed so to do by a majority of all the votes cast at an election held in such city for that purpose.

SUB-SECT. 40. To provide for issuing bonds for the purpose of funding any and all indebtedness, now existing or hereafter created,

of the city, now due or to become due. *Provided*, That said bonds shall be payable in not less than ten years, nor more than twenty years from the date of their issue, and that said bonds shall bear interest at a rate not exceeding ten per cent per annum, with interest coupons attached, payable annually or semi-annually, and to levy taxes on all taxable property in the city, in addition to other taxes, for the payment of said coupons as they respectively become due; and the taxes levied to pay the same shall be payable only in cash. *And provided further*, That said bonds shall not be issued or appropriated for the purpose of funding said indebtedness of the city, unless for every dollar of the outstanding scrip, orders, bonds, coupons, judgments, or other evidences of indebtedness; the city shall issue in exchange therefor such bonds at not less than ninety cents on the dollar. *And provided further*, That the bonded indebtedness of the city shall not at any time exceed twenty per cent of the valuation of the real estate of such city, according to the assessment of the preceding year.

SUB-SECT. 41. To make any and all improvements of a general nature in the City, and for the purpose of paying for the same, may borrow money on such terms as the council may prescribe, subject, however, to the limitations and restrictions as provided in sub-division thirty-nine of this section, for money hereafter borrowed; and, for money so borrowed, may issue the bonds of the City, due in not less than ten years nor more than twenty years from the date of their issue, with interest thereon at a rate not exceeding ten per cent per annum, with interest coupons attached, payable annually or semi-annually; and also to issue such bonds and coupons for any such improvements made or contracted to be made in such City, before the taking effect of this act; and to levy taxes on all taxable property within the City, in addition to other taxes, to pay said bonds at their maturity, and the interest coupons as they respectively become due, which taxes shall be paid in cash only.

This act took effect March, 1868.

CHAPTER 29. LAWS OF 1869, PAGE 108.

AN ACT CONCERNING PRIVATE CORPORATIONS.

SECTION 1. That section fifty-one of chapter twenty-three, General Laws, 1868, be and the same is hereby amended so as to read as follows:

SECT. 51. The Board of County Commissioners of any County, the City Council of any City, or the Trustees of any incorporated Town

may subscribe for and take stock, for such County, City or Town in or loan the credit thereof to any Railway Company duly organized under this or any other law of the State or Territory of Kansas, upon such condition or conditions as may be prescribed by the aforesaid county, city or town authorities. *Provided, however*, that a majority of the qualified voters of such County, City or Town, voting upon the question of subscribing and taking such stock, shall, at a regular or special election to be held therein, first assent to such subscription and the terms and conditions, prescribed as aforesaid, upon which the same shall be made; and, *provided further*, that when such assent shall have been given, to such subscription as aforesaid, it shall be the duty of the said County, City or Town authorities as the case may be, to make such subscription.

ARGUMENT FOR PLAINTIFF, BY G. C. YEATON.

This case presents the following questions,—

I. Was there in Kansas constitutional authority for the legislation above recited?

II. Did the statutes and acts above recited confer the authority upon the City of Fort Scott to issue the bonds and coupons in suit?

I. Whether the Legislature of Kansas, under the organic law of that State, could authorize the issue of bonds by municipalities as subscription to stock, or otherwise in aid of a railroad, is not, now, an open question, her own court of last resort having repeatedly held the affirmative (1864). Burnes *v.* Atchison, 2 Kansas, 454 (1865). Atchison *v.* Butcher, 3 Kansas, 104 (1871). Leavenworth County *v.* Miller, 7 Kansas, 479, 535, 540.

This, too, is the settled law of this court. St. Joseph Township *v.* Rogers, 16 Wallace, 644, 662, 663.

II. Plaintiff claims that legislative authority was conferred by Gen. Stat. 1868, c. 19, art. 3, sect. 29 (page 159), construed with sect. 30, sub-sects. 32, 33, 37 (page 165), 39, 40 and 41 (page 166); and, if it were wanting, then clearly by Session Laws of 1869, c. 29, page 108.

1. By c. 19, art. 3, sec. 29, power is conferred upon "Mayor and Council" to enact, ordain, alter, modify or repeal any and all ordinances, not repugnant to the constitution and laws of this State, and *such as it shall deem expedient for * * * the benefit of trade and commerce.*

It will be observed, that the phraseology quoted occurs *in the same section* with a provision committing into the hands of "Mayor and

Council" the city "*finances*." Whatever restricted and local significance may attach to the word "trade," the word "commerce" has in common usage a far wider meaning. While streets, wholly within the city limits, reasonably adapted to the mere interchange of merchandise, and the ordinary city travel, might quite satisfy the full spirit of the authority conferred as to "trade," the term "commerce" is meaningless, unless we look beyond the limits of the city proper. Webster defines "commerce" as "the exchange of merchandise on a large scale between different places or communities; extended trade or traffic." "Commerce is intercourse," says Story on Cons. 1061. And what known means of intercourse so efficient as the railroad? Railways are "indispensable to the public interest, and the successful pursuit even of local business," says Mr. Justice Clifford, in St. Joseph Township *v.* Rogers, 16 Wallace, 644, 663.

It is noteworthy, that the power of Congress "to regulate commerce among the several States," seems the sole ground upon which it incorporates inter-State railroads; and this construction of the phrase "has never been questioned by this court." Railroad Company *v.* Maryland, 21 Wallace, 456, 474; and its most marked modern exercise has been touching unrestricted intercommunication between the States by means of railroads and railroad bridges. Railroad Company *v.* Richmond *et al.*, 19 Wallace, 584, 587. Mr. Justice Nelson, in Van Hostrup *v.* Madison City, 1 Wallace, 291, 296, alluding to power to subscribe to railroads, declares "the power was sought and granted with the obvious idea of enabling the city to *promote its commercial* and business interests by affording a ready and convenient access to it from different parts of the interior of the State, and thus to compete with other cities on the Ohio river and in the interior, which were, or might be, in the enjoyment of railroad facilities." Loan Association *v.* Topeka, 20 Wallace, 655, 661 asserts, "No court has held debts created in aid of railroad companies by counties or towns valid on any other ground than that the *purpose* for which the taxes were levied was *a public use*, a purpose or object which it was the *right and duty* of State Governments to assist by money raised from the people by taxation;" and "roads, canals, bridges," and "all other highways had in all times been matter of *public concern*." And whatever may have been the policy and practice of the National Government in relation to such aid, arising, doubtless, from the fact that, having no local municipal organizations, its bounty must be bestowed by its own hand, that of the several States has commonly, if not without exception, been to devolve this duty largely, if not wholly, upon the local municipalities most immediately benefited in each case.

By what other means could the "commerce" of an inland city be so directly and permanently benefited, as by an approaching railroad binding it into close connection with other great commercial centres?

What ordinances would sooner be suggested in the exercise of the power conferred, than substantially similar ordinances to those of July 25 and December 22, extending material aid to a great avenue of commerce, such as it was common knowledge no sister city in the State had ever enjoyed, unaided by like municipal ordinances, or the more munificent endowment of the National Treasury?

It must not escape observation that our argument *here* is not for power in such cities, *inherent and incidental to their ordinary municipal powers*, to aid railroads in behalf of commerce; but upon the *construction of specifically granted powers*, to pass such ordinances "*as it shall deem expedient for*" * * * "*the benefit of trade and commerce.*"

Nor should the time *when*, the State *where*, the people *by whom*, and the *circumstances under which*, this statute had its origin, be suffered to escape attention, if the true legislative intent be sought. It was 1868, *ten years* after Knox *v.* Aspinwall had been decided and given to the world, and *four years* after her own court had announced Burnes *v.* Atchison, and followed it again in Atchison *v.* Butcher a year later; all the dangers of such legislation had been clearly pointed out; it was a young and sparsely settled State (so much of it as could be said to be settled at all). Every State Legislature in all the Mississippi Water-shed was bidding for population, for railroads, for commerce. Few had been over-cautious; too often posterity had been mortgaged to the present. But railroads only thus would come, and with them commercial consequence. Kansas could not see her cities dwindle and die while her neighbor cities were growing in might. She opened the doors; wide, it is true. Where was the legislative limit to commercial and railroad aid? "*As it shall deem expedient!*" and not short of this, her Legislature deliberately declared.

2. What is the force of Sub-Sect. 32, if it does not contemplate power to aid railroads previously granted? How could the City acquire any "interest" if it had not the power? If it be claimed that the "interest" to be "protected" is the "interest" of the City against possible future aggressions of a railroad, the reply is (1.) that it is an "interest" "*in any railroad*" and not *against* any railroad. But, again, (2) how can a "prospective" interest, in any such sense, require any protection? (3.) The very limitation upon

the mode of exercise of power "to take stock" *necessarily* implies the *existence* of such power.

3. Sub-Sect. 33 reiterates the power "to make *all such ordinances * * * as may be expedient in addition to the special power in this section granted * * * maintaining * * * commerce * * * *" (and the recent decision of this Court in Commercial Bank *v.* Iola (not yet reported), *vide* Central Law Journ. vol. ii., p. 167, has no application to aid to railroads). A more unlimited grant of power could scarcely be framed.

4. Sub-Sect. 37 authorizes "*to take private property* for public use, or *for the purpose of giving the right of way or other privilege to any railroad company * * ** or *for any other necessary public purpose*," and provides compensation for the individual where property is taken.

If this section stood alone, without any of its predecessors, it seems to confer power quite adequate to sustain defendant's ordinances; for, (1.) The ordinance of July 25th shows clearly, that the city undertook to act strictly within the power specifically conferred in this section, by "*giving the right of way*" and "*other privilege*," to wit, "*Depot grounds, &c.*," to the Missouri, Kansas, and Texas Railway Company; and, by that ordinance, legally obligated itself so to do. The ordinance of Dec. 22d recites a full compliance on the part of the Railway Company with every condition imposed in the ordinance of July 25th, and it then was the duty of the city "to donate the land" and "issue its bonds" in payment therefor. Manifestly, the obligation of the City to the railway *inter partes* might be regarded as either a specific obligation to convey so much land, or as mere indebtedness for twenty-five thousand dollars, the stipulated value of the land: if a specific obligation to convey, then the powers of both corporations were ample to liquidate and cancel such obligation by payment of the stipulated value of the land; but if mere indebtedness, if in the language of Commonwealth *ex. rel.* Reinboth *v.* The Councils of Pittsburgh, 41 Penn. St., 278, 284, cited with approval by this Court in Rogers *v.* Burlington, 3 Wallace, 666, "it became a debt like any other, and may be secured and evidenced in the same way," and, of course, discharged, then the power to issue bonds therefor is found in Sub-Sect. 39, which authorizes borrowing without limitation as to purpose, and also, in Sub-Sect. 40, which authorizes the issuing of bonds to fund "any and all indebtedness," which is certainly as broad power to borrow and fund as is conferred by the phrase "any object in its discretion" in Meyer *v.* City of Muscatine, 1 Wallace, 384. (2.) The language, "for any other necessary public purpose," being in legal

import exactly the same as "for any public purpose," has been held in Rogers *v.* Burlington, 3 Wallace, 654, broad enough to authorize the borrowing of money for aid to a railroad.

But, possibly, we may here be met with the suggestion, that, conceding the constitutional power in the legislature to authorize a *subscription to stock*, it had no power to authorize a mere "*donation.*"

If it were not perfectly apparent *upon principle*, that to require the frivolous formality of the transfer of a paper certificate of worthless stock, as though the essence of the transaction were the purchase of valuable property rather than "aid to a railroad," was the veriest "narrow and fruitless intrepretation" mentioned in Van Hostrup *v.* Madison City, 1 Wallace, 296, three remarks may suffice. (1.) Of what railroad in the State of Kansas is the original stock possessed of any market value: and does not the maxim *de minimis non curat lex* apply? (2.) Is not the power to "regulate" commerce, so frequently construed by Congress as conferring power to "donate" land and money, at least equalled by State authority undertaking to "promote" or "benefit" or "aid" commerce? (3.) What the occasion for prohibitions of the exercise of this power, in so many State constitutions, if in the absence of such prohibition it does not exist?

Upon authority, the well-reasoned and elaborate opinion in Leavenworth County *v.* Miller, 7 Kansas, 479, 511, 512, 514–517, quite sufficiently disposes of the views held in the only two States (Wisconsin and Michigan) where "donations" have been held *ultra vires* (*vide* Whiting *v.* Sheboygan Railroad Co., 25 Wisc. 167, and People *ex. rel. v.* Salem, 20 Mich. 452), by courts of last resort. In addition to the important suggestion of Valentine, J., who drew the opinion in Leavenworth County *v.* Miller, that both these decisions were made by divided courts, the Wisconsin court (of three) standing *two* to *one;* and the Michigan court (of four), *three* to *one*, it is to be observed, that, in both, the majority opinions expend their logic chiefly in arriving at the conclusion, that a State Legislature cannot constitutionally authorize municipal aid to a railroad by subscription to its stock, *because the purpose is not public but private*, and in neither does the decision turn upon any distinction attempted to be found between "subscription" and "donation."

Indeed, in Whiting *v.* Sheboygan Railroad Co., Paine, J., who dissents (in pp. 215, 216), says, "But among all the cases where the validity of legislation authorizing such aid has been contested and sustained, I think, *not one case can be found which has made the fact of such stock subscriptions material to the validity of the law.* On the contrary, the struggle has uniformly been upon the very question made

here, whether the purpose for which the tax was to be raised was *a public or a private purpose*, and the laws have been sustained, not upon the ground that the stock subscriptions made the enterprises public, but upon the higher and broader ground, that the nature and character of the works themselves made them so." And it is further to be observed that *both* these cases were in equity to restrain the original issue of bonds, and not a defence at law against an innocent holder for value.

The case of Hanson *v.* Vernon, 27 Iowa, 28, has since been overruled by Stewart *v.* Board of Supervisors of Polk County, 30 Iowa, 9.

In this court the question must be regarded as finally settled, it having been declared in Railroad Company *v.* County of Otoe, 16 Wall, 667, 675, that there is "*no solid ground of distinction* between a subscription to stock and an appropriation of money or credit"; and in Olcott *vs.* The Supervisors, 16 Wall, 678, 698, that "There is *no substantial difference in principle* between aid given to a railroad company by subscription to its stock, and aid given by donations of money or land," and in Queensbury *v.* Culver, 19 Wall, 83, 91, "*subscription for stock equally with donations* are outside the ordinary purposes of such corporations, and the design of both is the same. It is to aid in the construction or maintenance of a public highway. It is for the promotion of a public use. * * * In both, however, the warrant for the exercise of the power is the same."

If urged that, conceding the *existence* of Legislative power, it was never *exercised*, we reply, the same principles apply in construction of statutes as in construing organic law, *Qui haeret in litera haeret in cortice.*

No more marked confirmation of the reasoning of these opinions could well be afforded than this case itself discloses. Section 7, of the ordinance of July 25th, in express terms requires the mayor and council to sell the stock issued for the $75,000 "subscription to stock," which was voted in the same proposition with the $25,000 now in controversy, "for a nominal consideration to the Land Grant Railway and Trust Company, of New York (and the case of Keane *v.* Fort Scott, C. C. Kansas, Nov. Term, 1873, Central Law Journ. vol. 1, p. 140 (1874), probably to be reported in 3 Dillon Circuit Court Reports, shows that *it was so sold for one dollar*). Was there any solid ground of distinction between the two?

5. All that has been said under the sections and sub-sections hereinbefore discussed, as to general principles, applies with equal or greater force to the construction of the powers granted in Laws of

1869, c. 29, sect. 1. The language is more specific, "subscribe for and take stock for such county, city, or town, in, or *loan the credit thereof to*, any railway," "*upon such conditions as may be prescribed by the aforesaid county, city, &c.*" Here, the most exacting views of phraseology must admit that a bond is the usual form of municipal credit, but may deny that a "gift" is a "loan." Etymologically, it is not; but etymological exactness no court has ever held a rule of construction of legislative acts. When, with the loan, to responsible, or irresponsible companies, is coupled unlimited scope of "conditions," is the average burden thereby imposed upon the tax-payer less heavy than if the word were "gift"? And what "condition" which left the "loan" capable of being utilized by the company for the commercial interest of the city could be devised, which should save the tax-payer?

III. That these bonds and coupons either attached thereto or detached therefrom, both, "have all the qualities of commercial paper," has been so often held, that citation of authority is scarcely needed. *Vide, passim*, Mercer County *v.* Hacket, 1 Wallace, 83; Gelpcke *v.* City of Dubuque, 1 Wallace, 175, 203, 206; City of Lexington *v.* Butler, 14 Wallace, 282; Police Jury *v.* Britton, 15 Wallace, 566, 571; Township of Pine Grove *v.* Talcott, 19 Wallace, 666, 677.

IV. But finally, plaintiff being an innocent holder for value, and the negotiable bond he bought before maturity, reciting over the corporate seal of defendant City, and the genuine signatures of its officers, that it was "issued under the laws of Kansas, and in pursuance of an ordinance of the City of Fort Scott, approved Dec. 22, 1870. Subscription to the Missouri, Kansas, and Texas Railway Company," defendant is fully estopped thereby from any defence except a *want of power to subscribe*, — which cannot even plausibly be claimed.

In City of Lexington *v.* Butler, 14 Wallace, 282, 296, the rule is declared to be established that "*when a corporation has power under any circumstance* to issue negotiable securities, the *bona fide* holder has a right to presume that they were issued under the circumstances which give the requisite authority, and that they are no more liable to be impeached for any infirmity in the hands of such a holder than any other commercial paper"; and of the *conclusive character of the recitals upon the face* of such a bond, that it is not now an open question, an unbroken series of decisions from Knox *v.* Aspinwall, 21 Howard, 539, which declares that as "The bonds on their face import a compliance with the law under which they were issued, and the purchaser was not bound to look further for evidence of a compliance with the conditions of the grant of the power," and Moran *v.* Miami

County, 2 Black. 722, 724, again reiterating the same, and concluding, "we think and adjudge that *the recitals in the bonds are conclusive*, constituting an estoppel *in pais* upon the defendants," down through Mercer County *v.* Hacket, 1 Wallace, 83; Gelpcke *v.* City of Dubuque, 1 Wallace, 175; Van Hostrup *v.* Madison City, 1 Wallace, 291; Rogers *v.* Burlington, 3 Wallace, 666; Supervisors *v.* Schenck, 5 Wallace, 772, where, p. 784, it is pointedly asserted to be "settled law that a negotiable security of a corporation, which upon its face appears to have been duly issued by such corporation, and in conformity with the provisions of its charter, is valid in the hands of a *bona fide* holder thereof, without notice, although such security *was in point of fact issued for a purpose*, and at a place not authorized by the charter of the corporation"; Pendleton *v.* Amy, 13 Wallace, 297; Lexington *v.* Butler, 14 Wallace, 282; Grand Chute *v.* Winegar, 15 Wallace, 355 (in which case *all* that is said on page 373, is *closely*, and, with change of dates and names, and substitution of "railroad" for "plankroad," *literally* applicable to the case at bar, for if the stock, which these bonds import a subscription for, had *no market value* (which is the high probability), its transfer to the City in consideration for the bonds was merely a "form of law," while, if it had *appreciable* market value (which is highly improbable), of course the neglect of defendant's agents to take title to it was a *fraudulent* dereliction of duty on their part); St. Joseph Township *v.* Rogers, 16 Wallace, 644, 659, 666; Township of Pine Grove *v.* Talcott, 19 Wallace, 666; to Chambers County *v.* Clews, 21 Wallace, 317, leave no room for argument in this Court.

In the late case, Sherrard *v.* Lafayette County, U.S. Circuit Court, Eastern District, Missouri, April 27, 1875, reported in Central Law Journal, Vol. 2, 347, Dillon, J., holds, "It is now the well settled law, that when a municipal or public corporation *has the power* to subscribe stock, and issue its bonds in payment thereof, to aid in construction of a railroad, *no defence can successfully be made* against such a purchaser (for value). As against him, the *sole defence is the want of power*. The question is thus reduced to the narrow limits, whether or not Lafayette County had the power to issue these bonds. If it had it must pay; but if had not, the plaintiff cannot recover."

So, too, in the District Court, Northern District, Mississippi, in Woodward *v.* Supervisors of Calhoun County, Dec. 1874, Central Law Journal, Vol. 2, p. 396, Hill, J., declares, "Were the bonds authorized by law to be issued? * * * To make them so obligatory, they must have been issued by legislative authority. * * * They are unimpeachable in the hands of a *bona fide* holder without notice, *the*

holder being only required to know that there was legal authority for their issuance, the bonds reciting upon their face that all the acts had been substantially performed that the act of legislature authorizing their issuance required. To sustain this position, I refer to many decisions made by the Supreme Court of the United States upon similar obligations from the case of the Commissioners of Knox County *v.* Aspinwall, 21 Howard, 543, up to the present time, embracing one or more cases at every term of that Court of last resort in the nation, and binding on this court at least."

But in Keane *vs.* Fort Scott, Circuit Court, Kansas, Nov. Term, 1873, Central Law Journal, Vol. 1, p. 140 (1874), Dillon, J., when payment upon the $75,000 issued under this very ordinance of July 25, 1870, was resisted by this city upon two grounds. (1.) No stock in fact subscribed. (2.) a joint submission at the election of the $75,000, and the $25,000 propositions to one vote, ballots to be "for" or "against" the stock and donation, and which was submitted to the court on the same ordinances and charters found as facts in this case, held that "The defence that the bonds are void *because the stock was never subscribed* if true as matter of fact, is not available to the defendant. *The bond recites that 'it is issued under the laws of Kansas, and in pursuance of an ordinance of the City of Fort Scott, approved July* 25, 1870, $75,000 *subscription to the Missouri, Kansas, and Texas Railway Company.'* This recital estops the City to make this defence, and hence it is not a good defence against a holder of the bonds for value before due and without notice." "A defect or irregularity in the manner of making the submission will not invalidate the bonds in the hands of innocent holders for value, and under the decisions of the Supreme Court of the United States it is doubtful if there had never been an election, but the bonds were nevertheless issued, and in the hands of innocent holders for value, whether the defence of the want of an election would avail the municipality which issued them; but here the point does not arise, for there was an election and the proposition carried, and the ordinance authorizing the issue of the bonds so recites. The decisions of the Supreme Court of the United States upon the subject of municipal railway aid bonds cover the case, and under these decisions the defences of the City here relied on are not good." This case will probably be reported in 3 Dillon C. C. Report.

That the *power* to be possessed by a municipality to bring its issue within the principles of these decisions is simply *legislative authority* (not in conflict with the organic laws of the State), is

apparent from the cases cited, *supra*, as also The Floyd Acceptances, 7 Wallace, 666; Marsh *v.* Fulton County, 10 Wallace, 676; Police Jury *v.* Britton, 15 Wallace, 566; Loan Association *v.* Topeka, 20 Wallace, 655.

In conclusion, if it be said that the bond called attention to the ordinance itself, and on examination of that an infirmity would have been disclosed, our reply is threefold. (1.) There is no infirmity there. 2.) The doctrine of this court devolves no such duty upon plaintiff, (3.) and if it did, this court would still say, in construction of the statutes under which the City acted, with Van Hostrup *v.* Madison City, 1 Wallace, 291, 297: "Even if the case had been doubtful, inasmuch as the City authorities have given this construction to the charter (statutes), and bonds have been issued and in the hands of *bona fide* purchasers for value, we should have felt bound to acquiesce in it"; and the forcible language of Grier, in Wood *v.* Alleghany County, 3 Wallace, Jr., 267, applies to this case as well.

J. C. Yeaton
for Plff in Error

In the Supreme Court of the United States.

JOSHUA CONVERSE, Plaintiff in Error.
vs.
CITY OF FORT SCOTT, Defendant in Error.

If the bonds in suit can be sustained, it must be under chapter 29, of the session acts of the Legislature of 1869, and which is as follows:

CHAPTER XXIX.

CONCERNING PRIVATE CORPORATIONS.

AN ACT to amend sections 51, 52 and 53 of an act entitled an act concerning Private Corporations.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. That section fifty-one of chapter twenty-three, general laws 1868, be and the same is hereby amended so as to read as follows:

SEC. 51. The board of county commissioners of any county, the city council of any city, or the trustees of any incorporated town, may subscribe for and take stock, for such county, city or town in, or loan the credit thereof, to any railway company duly organized under this or any other law of the State or Territory of Kansas, upon such condition or conditions as may be prescribed by the aforesaid county, city or town authorities, *provided, however*, that a majority of the qualified voters of such county, city or town, voting upon the question of subscribing and taking such stock, shall, at a regular or special election to be held therein, first assent to such subscription and the terms and conditions prescribed as aforesaid, upon which the same shall be made; and *provided, further*, that when such assent shall have been given, to such subscription as aforesaid, it shall be the duty of the said county, city or town authorities as the case may be, to make such subscription.

SEC. 2. That section fifty-two of said chapter twenty-three be, and the same is hereby amended so as to read as follows:

SEC. 52. A special election may be ordered by the county commissioners of any county, the city council of any city, or the corporate authorities of any town, at any time, for the purpose of ascertaining the sense of the voters of such county, city or town, as contempleted in the preceding section. Notice of such election shall be given at least thirty days before the holding of the same, and the question or questions to be submitted thereat shall be set forth in such notice.

SEC. 3. That section fifty-three of said chapter twenty-three be, and the same is hereby amended so as to read as follows:

SEC. 53. Upon the making of such subscription, such county, city or town, shall thereupon become, like other subscribers to such stock, entitled to the privileges granted, and subject to the same liabilities

imposed by this act, or by the charter of the company in which such stock is taken, except as the same shall be varied and limited by the terms and conditions, upon which the said subscription shall have been authorized and made. And it shall be the duty of the board of county commissioners or city council or trustees of the town, making such subscription as aforesaid, to pay for the same and the stock thereby agrees to be taken by such county, city or town, by issuing to the company entitled thereto, the bonds of such county, city or town at par, payable at a time to be fixed, not exceeding thirty years from the date thereof, bearing interest at the rate of seven per cent. per annum, and with interest coupons attached.

This act gives a city of the second class in Kansas the apparent right to do two things.

FIRST. To issue bonds to railroads in payment of stock under certain restrictions.

SECOND. To loan the credit of the city.

It is not claimed that these bonds were issued in payment of stock.

Were they issued under the apparent power to loan the credit of the city? The defendant claims they were not.

No credit was contemplated nor provided for in the ordinance.

The city did not agree to, nor did it guarantee or endorse bonds for the railroad company; nor did the company agree with the city to protect it in the payment of the bonds, or reimburse it in case it was compelled to pay the bonds.

The whole nature and scope of a loan of credit is repugnant to the issue of these bonds.

A lender expects a return, if he has parted with anything tangible, or to be kept whole, if his credit only has been loaned.

The bonds were not loaned but *given* to the company, and it is as a *gift*, and not as loan, that they must be considered.

The bonds were void under the decision of Commercial Bank vs. City of Iola, (20 Wallace,) and Marsh vs. Fulton Co., (10 Wallace.)

Neither the act of 1869, nor any other act of the legislature of Kansas ever gave to cities the power to *donate* bonds or lands to railroad companies.

The power to issue bonds in payment of stock, with the right to impose conditions, was the only power really contemplated by the act quoted.

The power to loan credit received no attention except in the three words "to loan credit." They rather float on the surface of the act, than have any firm place in it. But nowhere is the power to give bonds hinted at.

It will be observed that the ordinance of Dec. 22, 1870, undertook to empower the mayor and council to issue bonds *not to exceed* $25,000, to "purchase the right of way and grounds not to exceed twenty-eight acres, for depots, engine houses, machine shops and yard room, and *to donate* the same" to the company. No more bonds were to be issued than would accomplish these purposes.

There are then two objections to these bonds:

FIRST. There was no power under any circumstance given to the city authorities to *donate* bonds to the railroad company.

SECOND. The people voted to give *lands* the city authorities gave *bonds*.

Here then, was authority twice usurped; first in going beyond the law of the state, and second the ordinance of the city. The ordinance was in violation of law, and the bonds in violation of the ordinance.

It was argued in the court below that Sec. 32 of the General Statutes of Kansas of 1868, incorporating cities of the second class, authorizes these bonds, and which is as follows:

"The mayor and council shall have power to take all needful steps to *protect* the interest of the city, present or prospective, in any railroad leading from or towards the same; but not to take stock in any railroad without a majority of the legal votes."

It is hard to see how this section can be tortured into giving the power to issue

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It is hard to see how this section can be tortured into giving the power to issue

bonds. It would seem to be a cry for help when there is none.

What interest of a city in a railroad could be subserved by giving its bonds to it?

By what rule of legal construction can it be held that the right to *protect* an interest gives the right to *create* an interest?

Suppose there was no act of 1869, and no similar act had ever been passed, and the later part of Sec. 32, just quoted, was out, could a city in Kansas have the right to subscribe stock and issue bonds? Yet that is the argument for the right to donate bonds; except it is not so forcible, as in the case of stock the city, in legal contemplation, would get value received.

This section is evidently protective in its character and not creative, and refers to the municipal interests of the city, the right to appoint agents to vote upon its stock, to act with other stockholders, &c.

II.

But it is claimed that the descriptive words at the top of the bond, "issued under the laws of Kansas, and in persuance of an ordinance of the city of Fort Scott, Dec. 22d, 1870, $25,000 subscription to the M., K. & T. R. W. Co.," estop the city from showing want of power.

The doctrine of estoppel is restricted to the recital of things in particular, and not to the mention of things in general, which are merely words of description.

(1*st Greenleaf's evidence*, 22—26.)

A deed conveying a lot of land, and describing it, either as "with a brick tenement house thereon," or as "lying adjoining" to a certain tract of land, are merely words of description, and contain no covenants.

(8*th Mo.* 667, *Ferguson vs. Dent.*)

(9*th Mo.* 134, *Dryden vs. Holmes.*)

In the foregoing cases, the words were in the body of the deed, and not as in this case, in the descriptive and ornamental part, with the eagle, which generally embellishes this class of securities, as an emblem of municipal freedom to issue railroad bonds. But they form no more a part of the bond than the eagle engraved on the bond, and cannot be claimed to have received any more the attention of the parties thereto than would the printed words "warrantee deed" at the head of a deed. The covenants of a deed or bond are sought for in the body of the instrument, to which alone the deliberate consent of the parties can be supposed to be directed.

A *power*, however, cannot be *created* by a recital; it is only when the power exists to be exercised in a particular manner, that the recital, that the conditions have been performed, can estop.

(1*st Dillon on Municipalities*, 251.)

16*th Wallace* 644, *St. Joseph Township vs. Rogers.*)

This court has never gone beyond this case, whatever the language of other cases may seem to declare, when not considered with reference to the facts of the particular case.

In all of the cases decided by this court, in which the law of estoppel prevailed over the defences made against the bonds, the *power* to issue bonds in the particular case had been given, there had been a defective and informal exercise of the power. There are three classes of these cases:

First. Where the power given by the law was attempted to be exercised, and the bond contained a recital of the act and a compliance with its conditions. The bonds in suit are not such bonds.

Second. Where interest had been paid for many years, and the purchaser had

taken the bonds on the faith of such payment.

That is not this case. Converse, it is alleged and found by the court, bought the bonds *before* the maturity of any interest; so that even if it had been shown that interest had been *paid to him*, there would still be no estoppel, as he would not be predjudiced thereby.

(18*th O. S.* 38 *M'Kinne vs. Steel.*)

THIRD. Where the stock had been held a long time and been enjoyed, and was still held. No such fact is in this case.

An estoppel must be certain to every intent; it must be definite, and not general.

(*Bigelow on Estoppel*, 303—304.)

A party may always show, that an instrument, containing a statement, which otherwise would bind him, is void.

(2*d Washburn on Real Eltate*, 473.)

(12*th Vermont*, 39, *Black vs. Trolker.*)

These bonds are void for want of power.

Where a statement is made to conceal an *illegal* or *immoral* transaction, it is no estoppel.

(*Bigelow on Estoppel*, 298.)

Suppose these bonds had been, in fact, issued in aid of a gambling house, but had recited the act of 1869, and that the act had been fully complied with, would such a device validate the bonds?

The defendant in this case claims, that any defence disclosed by the ordinance of "Dec. 22d, 1870," is available to it, the purchaser being referred to the ordinance.

(1*st Story's Eyuity*, 399—400.)

It is admitted that in all cases where the law is given in the bond, the purchaser must be held to have read it; for the same reason, must he in this case be held to have read the ordinance, as the bonds are made to rest upon it. Nor is there any hardship in this, it is quite as easy and convenient for a purchaser of bonds referring to an ordinance by date, to send for a copy of it, as to send to the Secretary of State for a copy of the law.

The defendant in error insists that these bonds in the language of the Circuit Court, "were issued without authority of law," and do not fall within any decision of this court under the law of estoppel. All of which is respectfully submitted.

A. L. WILLIAMS,
Attorney for Defendant in Error.

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VS.

THE CITY OF FT. SCOTT,

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A. L. WILLIAMS

Attorney for Defe